House Calendar No. 12

100TH CONGRESS
1st Session

HOUSE OF REPRESENTATIVES

REPORT
100-46

INVESTIGATION OF FINANCIAL TRANSACTIONS PARTICIPATED IN AND GIFTS OF TRANSPORTATION ACCEPTED BY REPRESENTATIVE FERNAND J. ST GERMAIN

REPORT

OF THE

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT HOUSE OF REPRESENTATIVES

APRIL 9, 1987.—Referred to the House Calendar and ordered to be printed

---

U.S. GOVERNMENT PRINTING OFFICE
66-076 O WASHINGTON : 1987

H743-1

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

JULIAN C. DIXON, California, *Chairman*

VIC FAZIO, California
BERNARD J. DWYER, New Jersey
ALAN B. MOLLOHAN, West Virginia
JOSEPH M. GAYDOS, Pennsylvania
CHESTER G. ATKINS, Massachusetts

FLOYD D. SPENCE, South Carolina
JOHN T. MYERS, Indiana
JAMES V. HANSEN, Utah
CHARLES PASHAYAN, JR., California
THOMAS E. PETRI, Wisconsin
LARRY E. CRAIG, Idaho

RALPH L. LOTKIN, *Chief Counsel*
ELNEITA HUTCHINS-TAYLOR, *Counsel*
RICHARD J. POWERS, *Investigator*
JAN LOUGHRY, *Administrative Assistant*

SPECIAL COUNSEL STAFF

Law Offices of Johnnie L. Cochran, Jr.
In association with
Michael R. Mitchell, Esq.

LETTER OF SUBMITTAL

U.S. HOUSE OF REPRESENTATIVES,
COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT,
Washington, DC, April 9, 1987.

Hon. Jim Wright,
Speaker, House of Representatives,
Washington, DC

DEAR MR. SPEAKER: By direction of the Committee on Standards of Official Conduct, I herewith submit the attached report, "Investigation of Financial Transactions Participated In and Gifts of Transportation Accepted by Representative Fernand J. St Germain."

Respectfully,

JULIAN C. DIXON, *Chairman.*

CONTENTS

	Page
I. Foreword	2
II. Scope and conduct of investigation	2
A. Scope of investigation	2
B. Conduct of investigation	2
C. Methodology	3
III. Summary of findings	3
IV. Results of investigation	5
A. Gifts of travel	5
B. Florida Federal Savings & Loan Stock conversion and merger	7
1. Allegation	7
2. Findings—Stock conversion	7
a. Financial disclosure analysis	8
b. Conclusion—Stock conversion	9
3. Findings—Merger	9
a. Conclusion—Merger	10
C. Florida properties	11
1. Bayfront Tower Condominium	11
2. Tampa Legal Properties Agreement	12
3. Village Square of Titusville, Titusville, FL	14
4. Alachua Hills Trust	14
5. E.B. Porter Trust	15
6. Sandpiper Key Condominium	16
D. Rhode Island properties	17
1. Four Seasons East Group	17
2. School Street Associates	18
3. Parkview Associates	18
E. Acquisition of International House of Pancakes Properties	19
1. International Industries, Inc., and Representative St Germain's decision to acquire the properties	20
2. The Crepe Trust	21
3. The loans	21
4. Legal limitations on the banks	22
5. Industrial National Bank of Rhode Island (Fleet National Bank)	23
a. Providence IHOP	23
b. Cranston IHOP	27
6. Old Stone Bank Financing of Richardson, TX, IHOP	30
7. Rhode Island Hospital Trust National Bank [RIHT] financing of 4340 Boston Post Road, Bronx, NY, IHOP	36
8. Marquette Credit Union financing of 2526 University Boulevard West, Wheaton, MD, IHOP	39
V. Legal analysis	42
A. Receipt of gift flights	42
B. Attempted influence of the Federal Home Loan Bank Board	42
C. Financial disclosure	43
D. Other financial disclosure defects	49
E. IHOP bank financing	49
F. Possible misstatements to Federal or federally insured banks	49
VI. Recommendation	50

EXHIBITS

1. February 5, 1986, resolution of Preliminary Inquiry	51
2. Subpoena to Security Pacific National Bank dated May 5, 1986	52

Page

3. Subpoena to Milton Semer dated August 28, 1986 55
4. Subpoena to Brian Murphy dated August 28, 1986 57
5. Subpoena to Charles S. Sokoloff dated August 28, 1986 59
6. Subpoena to Bentley Tobin dated August 28, 1986 61
7. Copies of Representative St Germain's financial disclosure statements 63

APPENDIXES

A. Material relevant to analysis of gifts of transportation 143
B. Material relevant to analysis of Florida Federal conversion and merger activities 331
C. Material relevant to analysis of Florida properties 381
D. Material relevant to analysis of Rhode Island properties 565
E. Material relevant to analysis of IHOP interests 690
F. Selected correspondence sent or received during the Preliminary Inquiry and other relevant materials 1366

House Calendar No. 12

100TH CONGRESS
1st Session

HOUSE OF REPRESENTATIVES

REPORT
100-46

INVESTIGATION OF FINANCIAL TRANSACTIONS PARTICIPATED IN AND GIFTS OF TRANSPORTATION ACCEPTED BY REPRESENTATIVE FERNAND J. ST GERMAIN

APRIL 9, 1987.—Ordered to be printed

Mr. DIXON, from the Committee on Standards of Official Conduct, submitted the following

REPORT

I. FOREWORD

During the late summer and fall of 1985, a number of news reports contained information and allegations that Representative Fernand J. St Germain may have acted improperly in a number of respects by virtue of his involvement in a series of financial transactions resulting in his interest in certain real estate properties. News reports also suggested that Representative St Germain may have accepted gifts of transportation from a Florida savings and loan in violation of the limitation on gifts imposed by House Rule XLIII, clause 4.

Committee staff undertook an informal analysis and review of the information and allegations as they arose during the fall of 1985. As a result of the staff's review, the Committee voted on February 5, 1986, to undertake a Preliminary Inquiry into the matters raised. Specifically, the Committee focused the Preliminary Inquiry on Representative St Germain's "various financial transactions and acceptance of gifts (transportation)" that "may have resulted in violation(s) of the Code of Official Conduct, or a law, rule, regulation or other standard of conduct applicable to his conduct in the performance of his duties or in the discharge of his responsibilities." The full text of the Committee's February 5, 1986, resolution appears in Exhibit 1.

II. Scope and Conduct of Investigation

A. Scope of investigation

As noted, the Committee voted on February 5, 1986, to undertake a Preliminary Inquiry into a series of allegations that had been made regarding Representative St Germain. Specifically, the allegations were that Representative St Germain may have:

(1) failed to report air transportation supplied by Florida Federal Savings & Loan Association (Florida Federal);

(2) improperly exerted influence for his personal benefit, as Chairman of the House Committee on Banking, Finance and Urban Affairs, on the Federal Home Loan Bank Board (Bank Board) in an effort to achieve and expedite conversion of Florida Federal to a stock association and Florida Federal's acquisition of First Mutual Savings Association of Pensacola, Florida (First Mutual);

(3) benefited directly or indirectly from purchases of properties that influential officials of Florida Federal may have offered in light of his congressional position;

(4) benefited directly or indirectly from purchases of properties that were offered to him by a developer, Ferland Corporation, who did so because of the Congressman's position and influence; and

(5) received directly or indirectly bank loans for the full amount, or more, to purchase certain properties associated with the International House of Pancakes (IHOP), as a result of favorable treatment accorded him by the banking institutions involved, that did so because of the Congressman's position and influence.

B. Conduct of investigation

The Committee determined, on the basis of a wide range of issues presented for analysis and resolution and the apparent magnitude of documents that would have to be obtained, reviewed, and considered, that outside assistance was appropriate to conduct the Preliminary Inquiry. To this end, on February 5, 1986, the Committee entered into a contract with the law firm of Johnnie L. Cochran, Jr., in association with attorney Michael R. Mitchell to provide assistance in the subject Preliminary Inquiry.

In view of the broad scope of the Preliminary Inquiry, the Committee decided that certain aspects of the undertaking would be handled primarily by the law firm with the remaining issues to be handled by Committee staff. From the outset of the Committee's association with the outside counsel, it was understood that the Committee would retain complete and total control over the scope and conduct of those activities undertaken by the outside counsel and that regular and periodic oral and written reports would be submitted to the Committee in order to keep the Committee fully apprised of the status and progress of the Preliminary Inquiry. The Committee is of the view that the subject arrangement resulted in a thorough and satisfactory working relationship.

C. Methodology

During the course of the Preliminary Inquiry, a number of investigative techniques were utilized in obtaining materials relevant to the subject investigation. Thus, for example, a large volume of documents was obtained from Representative St Germain, affected banking institutions, and other individuals determined to have knowledge of or familiarity with the matters underlying the allegations. The Committee also used its subpoena power to obtain documentation and elicited information under oath, subject to penalty of perjury, from individuals who submitted to voluntary interviews in connection with the investigation. (See Exhibits 2, 3, 4, 5, 6.) [1]

III. Summary of Findings

The results of the Preliminary Inquiry into the five broad areas of concern may be summarized as follows:

A. Representative St Germain violated House Rule XLIII, clause 4, in connection with his acceptance of transportation provided in 1980 by Florida Federal. The value of the improperly accepted gift and flight was $99. The Committee concludes that this violation was *de minimis* in amount and a singular occurrence not part of an overall pattern of improper acceptance.

B. The Committee obtained no proof that the Bank Board's approval of the stock conversion application submitted by Florida Federal was the product of expressions of interest made on behalf of Representative St Germain. While calls may have been made on behalf of Representative St Germain to then chairman of the Bank Board, Richard Pratt, no evidence exists that those calls either affected in any way the ultimate outcome of the Bank Board's activities or expedited the Bank Board's processing of Florida Federal's conversion application. Further, while one might conclude that the calls made to Mr. Pratt were, in fact, intended to expedite the Bank Board's activities, no evidence was obtained supporting such an inference. In this light, the Committee believes it would be inappropriate to attribute improper action to Representative St Germain based solely on inference and, thus, does not reach this conclusion. Nevertheless, the Committee would admonish all Members to avoid situations in which even an inference might be drawn suggesting improper action.

C. With regard to the congressman's interest in Florida investments, the Committee concludes that the congressman did not act improperly in acquiring those interests. The Committee's review established that Representative St Germain paid market rates for any mortgages into which he entered, that he made down payments that did not single him out as having been provided preferential treatment, and that his participation in the investments

---

[1] The Committee points out that due to the fact four subpoenas for documents were issued on August 28, 1986, insufficient time remained for the Committee to receive and analyze the subpoenaed materials as well as to reach conclusions on the issues raised during the Preliminary Inquiry prior to the *sine die* adjournment of the 99th Congress on October 18, 1986. Consequently, since the subject investigation could not be completed until after the 99th Congress adjourned, it was made a matter of utmost priority to report the Committee's findings as early in the 100th Congress as possible. In this light, and in order to avoid a *de novo* review of the matter, the Committee, through this report, hereby adopts the factual determinations reached in connection with the Preliminary Inquiry that was initiated during the 99th Congress.

stemmed from a combination of his long-term friendship with Raleigh Greene, Jr., and his desire to acquire property interests in Florida.

D. As to the congressman's interests in property controlled by the Ferland Corporation, the Committee did not obtain any evidence that Representative St Germain acted improperly in his role as a limited partner in those investments. Moreover, the congressman's participation in those transactions was not the result of any influence exerted by him on the Ferland Corporation or associated banking interests. In sum, Representative St Germain's involvement in the Ferland Corporation investments was due primarily, if not exclusively, to his long-standing friendship with Roland Ferland who was the general partner in those undertakings.

E. With regard to those allegations concerning Representative St Germain's interest in properties associated with IHOP, the Committee concludes that Representative St Germain could reasonably be characterized as a willing buyer who accepted the offerings of a more-than-willing seller. In this regard, the Committee adduced no evidence suggesting improper influence exerted by the congressman in obtaining the properties or either the initial mortgages or subsequent recasting of loans on those properties.

F. As part of the Preliminary Inquiry, the Committee undertook an exhaustive review and analysis of Representative St Germain's Financal Disclosure Statements submitted pursuant to the Ethics in Government Act of 1978 (EIGA) during the time that the reviewed transactions and holdings occurred. Several reporting deficiencies were noted. Specifically, the Committee concludes that the methodology utilized by Representative St Germain resulted in Financial Disclosure Statements that had the effect of undervaluing, or not reporting at all, the magnitude of certain transactions and holdings. The Committee points out, however, that such undervaluation is clearly attributable to the congressman's misapplication of advice provided to him by the former Staff Director of the Select Committee on Ethics. This misapplication resulted in Representative St Germain's disclosing only his net equity in certain properties reported on his Financial Disclosure Statements to the exclusion of other market considerations. That approach resulted, for example, in the congressman's reporting on his Financial Disclosure Statements on a net equity basis the value of his 5 IHOPs at no more than $300,000 when, during the same period he said he estimated, in a loan application to a Federally insured savings and loan, the present market value without appraisal of the same holdings at about $1,800,000.

Several instances of nonreporting were the result of the congressman's undisclosed use of cash versus accrual accounting in preparing his Financial Disclosure Statement.

Finally, the Committee identified other filing omissions. The Committee notes that Representative St Germain abandoned these approaches in reporting his financial holdings and transactions on his 1985 Financial Disclosure Statement. The congressman's most recent Financial Disclosure Statement is now consistent with the long-standing instructions issued by this Committee for the preparation of Financial Disclosure Statements.

IV. Results of Investigation

Below is a detailed discussion of the Committee's findings with respect to each of the five allegations.

A. Gifts of travel

The Committee focused on whether Representative St Germain improperly accepted gifts of transportation from Florida Federal. To this end, the Committee obtained information relevant to this allegation from Florida Federal, Representative St Germain, and records of the House of Representatives. In sum, the Committee determined that Representative St Germain accepted seven gift flights of transportation provided by Florida Federal. These flights were as follows:[2]

1. *March 30, 1979.*—On this date Representative St Germain was provided transportation from Washington, D.C., to St. Petersburg, Florida. Representative St Germain has asserted, and the Committee agrees, that the subject travel was provided in connection with the congressman's purchase of a Florida condominium at Bayfront Tower from a Florida Federal subsidiary (discussed later in this report). The Committee concludes that the subject travel was not related, in any way, to the congressman's official duties and, therefore, is viewed as a gift subject to the limitations of House Rule XLIII, clause 4.

2. *March 19, 1980.*—On this date the congressman accepted transportation from Florida Federal from Washington, D.C., to St. Petersburg, Florida. The congressman has asserted that this was a personal trip taken at a time when the aircraft was already scheduled to go to that destination. It is, therefore, clear that this trip was not related to official duties and, again, should be considered a gift subject to House Rule XLIII, clause 4.

3. *May 7, 1980.*—On this date Representative St Germain was provided transportation from Washington, D.C., to Orlando, Florida. Florida Federal provided the transportation at no cost to the congressman in connection with his speech before the National Association of Mutual Savings Banks in Orlando. Since this trip was clearly not related to the congressman's official duties, it too is regarded as a gift.[3]

4. *December 3, 1982.*—Florida Federal provided transportation to Representative St Germain from Palm Beach to St. Petersburg, Florida. This trip was described by Representative St Germain as having been provided to him in connection with his making a speech to the Securities Industry Association (SIA) in Boca Raton, Florida. (SIA provided travel from Washington, D.C., to Boca

---

[2] The well-established exceptions to the so-called "gift Rule" (House Rule XLIII, clause 4) are for fact-finding trips and those activities in which substantial participation by the Member justifies receipt of transportation costs. The Committee concludes that neither of these two exceptions apply to the flights here involved.

[3] Representative St Germain informed the Committee that regarding all flights provided in connection with speeches, Florida Federal did so on its own behalf and not on behalf of the sponsor(s) of any of the speaking engagements. (Moreover, with regard to the May 7, 1980, flight, Florida Federal was not a member of the National Association of Mutual Savings Banks and did not have any agreement with the association to provide the congressman transportation. In this light, the Committee does not view the gift as coming within the exception to House Rule XLIII, clause 4, regarding "substantial participation" of a Member enabling acceptance of such a flight as consideration for his participation.)

Raton, Florida, which is located adjacent to Palm Beach, Florida.) The Committee considers the subject flight a gift.

5. *February 21, 1983.*—On this date, Representative St Germain was flown by Florida Federal from St. Petersburg, Florida, to Washington, D.C. He has stated that the flight was taken at a time when the aircraft was already scheduled to go to Washington. Since a connection between the congressman's official responsibilities and the aircraft flight has neither been identified nor asserted, the Committee concludes that this transportation is a gift subject to House Rule XLIII, clause 4.

6. *March 9, 1984.*—On this date, Florida Federal flew Representative St Germain from Miami to Tampa, Florida, in connection with his speech before the Florida Council of 100. The subject trip is viewed as a gift.

7. *February 22, 1985.*—Florida Federal flew Representative St Germain from St. Petersburg to Miami, Florida, in connection with his making a speech to the Florida Council of 100. This flight was a gift to the congressman.

* * * * * * *

In support of the subject seven gift flights, the Committee reviewed trip reports provided by Florida Federal as well as vouchers filed by the congressman with the House of Representatives. This review established the dates and times of the subject travel and its lack of relationship to his official duties. Because of concern that Representative St Germain may have accepted additional transportation from Florida Federal (or other organizations) to enable him to accept the identified seven trips, the Committee requested and obtained copies of other flight documents and charge receipts. These materials established that Representative St Germain utilized his own funds in reaching or departing from his departure or destination points provided by Florida Federal.

With these seven gift trips having been established, the Committee next turned its attention to valuing each of the flights. That valuation established that the flights have the following values:

Trip:	*Value*
March 30, 1979	$98
March 19, 1980	99
May 7, 1980	99
December 3, 1982	47
February 21, 1983	99
March 9, 1984	44
February 22, 1985	49

The values ascribed to each of the flights were obtained by review of common carrier fares in effect at the time of the subject transportation as published in the *Official Airline Guide.*

On the basis of these valuations, Representative St Germain violated House Rule XLIII, clause 4, when he accepted the second flight on May 7, 1980; that flight brought Representative St Germain's gifts from Florida Federal to a total of $198, $99 over the limit prescribed by the Rule. (See Legal Analysis, *infra.*) The matter of whether action is to be taken on this matter is also discussed later in this report.

B. Florida Federal Savings and Loan Stock Conversion and Merger

1. Allegation

On September 11, 1985, an article appeared in the *Wall Street Journal* stating, among other things, that Representative Fernand St Germain's aide, Mr. Paul Nelson, repeatedly called the Bank Board to check on the progress of an application made by Florida Federal to allow it to issue stock (hereafter, "stock conversion"). The article stated that, after the stock conversion was approved, Representative St Germain purchased between $15,001 and $50,000 of stock in mid-1983. The *Journal* also stated that the Representative failed to report this purchase on his next annual Financial Disclosure Statement in May 1984 but, after being questioned by the newspaper, amended his report to reflect the purchase. The article observed that at the time these transactions took place, Raleigh Greene, Jr., a good friend of Representative St Germain, was the president of Florida Federal. Finally, the article stated that during the summer of 1984, Representative St Germain was "creating heat" on the Bank Board to complete its review of an application by Florida Federal to acquire First Mutual Savings Association of Pensacola, Florida. Florida Federal eventually dropped the merger plan.

2. Findings—Stock conversion

Committee staff discussed the matters raised by the allegations with staff members of the Bank Board who were involved in the conversion and merger processes. The Committee determined that in the latter part of 1982 Mr. Thomas Vartanian, then General Counsel of the Bank Board, had conversations with Raleigh Greene, Jr., and Raleigh Greene, III, the President and General Counsel of Florida Federal, respectively, regarding their desire to obtain approval of a "modified" conversion of Florida Federal from a depositor-backed institution to a stock corporation. The "modified" conversion conceptually differed from a regular conversion in that less stringent criteria would be applied in a "modified" conversion since it was primarily viewed as a vehicle to allow financially troubled banks to convert to a stock corporation.

In early 1983, and after a brief period of study, the Bank Board informed Florida Federal that it would not approve the modified conversion because Florida Federal was not an institution suffering economic difficulty. Following the Bank Board decision, Florida Federal filed an application for a standard conversion.

Mr. Vartanian recalled his impression that it was during the processing of this second application that the Bank Board (specifically, then Chairman Richard Pratt) received a number of phone calls from Paul Nelson, an aide to Representative St Germain, regarding the status of the Bank Board's processing of Florida Federal's conversion application.

Committee staff met with Mr. Richard Pratt who was the Chairman of the Bank Board during the pendency of Florida Federal's standard conversion application. Pratt recalled that he personally received one to three calls from Paul Nelson. He was aware at the time of these calls that Paul Nelson was an aide to Representative St Germain. He was also aware at that time that Raleigh Greene,

Jr., was a friend of Representative St Germain. Although Pratt could not recall the precise substance of these conversations, he did recall that they generally concerned the status of the conversion. He said he never received a call personally from Representative St Germain regarding the subject conversion.

Committee staff also spoke informally with Mr. John Buchanan, who was the Executive Director of the Bank Board during the pendency of the conversion. He was also aware of the calls made by Nelson. Mr. Buchanan stated that calls such as Nelson's were not unique and that calls from congressional offices regarding the status of conversions did occur but they were more typically in the nature of constituent contact and not purely friendship-initiated communications.[4]

Committee staff met with Paul Nelson who confirmed that he did make phone calls to the Bank Board. He did not specifically recall whether he made these calls at the behest of Representative St Germain. He did state that making such calls at the request of members was not uncommon. He further stated that he did not offer any suggestions of substance but simply inquired into the status of the processing of Florida Federal's application.

In May 1983 Representative St Germain purchased 1,500 shares of Florida Federal stock at $20 per share out of the 5 million shares issued. He had the right to purchase shares of stock at the time of the original issue because he was a depositor in and a borrower from Florida Federal. He did not receive any special consideration or discounts for his stock purchase. But, as a depositor, he had a mutual ownership interest in Florida Federal prior to the conversion.

Financial Disclosure Analysis

A review of Representative St Germain's Financial Disclosure Statements indicates that the subject stock was not specifically reported as "stock" on his 1983 Financial Disclosure Statement filed on May 15, 1984. However, on September 6, 1984, the Representative filed an amended statement identifying the stock as a "holding" but failed to indicate that it had been purchased in May 1983.

Representative St Germain's failure to state on his original 1983 Financial Disclosure Statement that the subject stock was purchased—that is, listed as a "transaction"—during that year, as well as the failure to reflect this "transaction" on the amended statement, was a reporting deficiency. However, it is clear that Representative St Germain did disclose his ownership of the stock in both his original and amended Financial Disclosure Statements for 1983, although the amended filing was more precise on this matter. Consequently, the Committee infers that the failure to report the stock acquisition as a "transaction" was a reporting oversight and not the product of his desire to avoid public awareness of his stock ownership.

---

[4] The Committee notes that in 1983 the only Member on the Banking Committee from Florida did not represent Tampa, Florida, where Florida Federal was based.

Conclusion—Stock Conversion

The Committee infers that calls may have been made by Paul Nelson to the Bank Board on behalf of Representative St Germain. The Committee further infers that the calls were not precipitated by the congressman's friendship with Raleigh Greene, Jr., a Florida Federal official, and not on behalf of a constituent. While the design of the calls may have been to expedite the Bank Board's processing of Florida Federal's application, there is no evidence that this occurred or that the calls affected in any way the Bank Board's substantive considerations. No evidence was obtained that Representative St Germain realized any pecuniary benefit from the calls or that the calls to the Bank Board made on his behalf were exertions of improper influence to benefit the congressman personally. While one might conclude that the calls made to Mr. Pratt were, in fact, intended to expedite the Bank Board's activities, no evidence was obtained supporting such an inference. In this light, the Committee believes it would be inappropriate to attribute improper action to an individual based soley on inference and, thus, does not reach this conclusion. Nevertheless, the Committee would admonish all Members to avoid situations in which even an inference might be drawn suggesting improper action. Finally, the Committee concludes that Representative St Germain did disclose his stock holdings on his original and amended Financial Disclosure Statements for 1983 but did not report the "transaction" of his purchase of the stock because of an apparent disclosure oversight.

3. Findings—Merger

On September 27, 1983, Florida Federal and First Mutual Savings Association of Pensacola, Florida (First Mutual), entered into an agreement to merge. This transaction was halted by the Bank Board's disapproval because (1) First Mutual had recently converted to a stock institution and (2) Bank Board regulations, as well as the Bank Board's conversion resolution approving First Mutual's conversion, prohibited such an arrangement during the first year after conversion. On October 28, 1983, both institutions agreed to terminate the merger agreement.

On April 17, 1984, Florida Federal once again announced an agreement with First Mutual for a merger.

On May 18, 1984, Florida Federal and its wholly owned first-tier subsidiary, Gulf Coast Services of St. Petersburg, Inc. (Gulf Coast), applied to the Bank Board for permission to acquire control of First Mutual. The acquisition was to be effected through either a merger, purchase of stock, or both. Stock purchases might include open market and/or privately negotiated acquisitions. The purpose of these stock purchases would be to acquire shares to vote in favor of the merger. Additionally, in the event of a competing takeover proposal for First Mutual, First Mutual granted an option to the applicants to purchase additional shares of authorized but unissued shares of stock.

During the course of the application's processing, staff members of the Bank Board identified what they believed were problems with the proposed transaction. The following summarizes the problems identified:

1. Employment agreements

Example: Staff members of the Bank Board objected to a proposed employment agreement involving an official of First Mutual. First Mutual had agreed to pay the individual the value of his employment agreement upon his termination from those positions although an employment agreement between the official and Florida Federal, replacing First Mutual's employment agreement, was more lucrative. Bank Board staff felt that this was a waste of corporate assets. Staff also felt that a mandatory wage increase for the same individual of 8 percent was against Bank Board policy. The staff recommended conditioning approval of the application upon the official's not receiving the above-mentioned payment and amendment of the mandatory salary increase provision.

2. Investment in service corporation

Bank Board staff felt that the investment necessary to fund the service corporation, Gulf Coast, exceeded regulatory requirements. Additionally, the Bank Board had a policy against a federally chartered institution, such as Florida Federal, owning a state-chartered institution, such as First Mutual. It was felt that both of these concerns would be alleviated by converting Florida Federal to a state-chartered institution since the cap on investment in a service corporation did not exist for such institutions.

3. Ensuring First Mutual's separate corporate existence

Bank Board staff believed a need existed to ensure First Mutual's separate corporate existence and insulate it from possible pressure that Florida Federal might apply to issue unreasonable dividends, bolstering Florida Federal's operating results to the detriment of First Mutual. Board staff felt that certain provisions should be in the agreement to maintain the net worth of First Mutual and limit the payment of dividends. The Board staff felt that the merger application could be approved with the above-mentioned modifications. On October 12, 1984, the Bank Board approved Florida Federal and First Mutual's application to merge conditioned on, among other things, the adoption of provisions to obviate the above-described problems.

The condition that Florida Federal found most undesirable was that imposing limitations on the payment of dividends. Florida Federal felt that this could force a reduction in dividend payments if margins were limited by a return to very high interest rates.

Florida Federal filed an appeal to the conditional approval of its application on October 15, 1984. However, staff at the Bank Board saw no reason to change its position until its concerns were adequately addressed and/or corrected by Florida Federal.

On November 28, 1984, Florida Federal informed the Bank Board that on November 20, 1984, its Board of Directors, by unanimous vote, decided to terminate the agreement and plan of merger.

Conclusion—Merger

The Committee concludes that since (1) the Bank Board did not alter its position on identified flaws in the merger details and insisted on corrective modifications and (2) Florida Federal ultimate-

ly decided not to merge with First Mutual, any assertion regarding "pressure" that may have been exerted by or on behalf of the congressman was substantively and procedurally ignored. Nevertheless, the Committee would admonish all Members to avoid situations in which even an inference might be drawn suggesting improper action.

C. Florida properties

The third broad allegation was that Representative St Germain may have benefited directly or indirectly from purchases of properties that influential officials of Florida Federal may have offered in light of his congressional position. The Committee conducted interviews and obtained documentation relevant to the congressman's Florida properties in order to assess whether the allegation was well founded. The properties reviewed included:

1. Bayfront Tower Condominium.
2. Tampa Legal Properties.
3. Village Square Condominiums.
4. Alachua Hills Trust.
5. E. B. Porter Trust.
6. Sandpiper Key Condominium.

The results of this analysis follow:

1. Bayfront Tower Condominium

The Committee determined that on March 6, 1979, Joseph T. Lettelleir, then President of Florida First Service Corporation, known formerly as First St. Petersburg Service Corporation, (a wholly owned subsidiary of Florida Federal) proposed to Representative St Germain that the congressman purchase a condominium unit at the Bayfront Tower Condominium located in St. Petersburg. According to Joseph Lettelleir, the Bayfront condominium project was being disposed of by Florida Federal in a distress sale because of the prior owners' failure to meet a financial obligation to the savings and loan. At the time of the proposal, Mr. Lettelleir was an officer and on the Board of Directors of Florida Federal. Lettelleir was also a long-time friend of Representative St Germain (having known the congressman since 1972) and knew of the congressman's interest in purchasing Florida property. Shortly after the proposal, Representative St Germain entered into an agreement with Florida First Service Corporation for purchase of condominium unit 1505 in Bayfront Tower Condominium.

The terms of the agreement, which were subject solely to Mr. Lettelleir's approval and control, included a sales price of $106,000; a deposit of $1,000 upon execution of the agreement, plus an additional deposit of $9,600 before March 21, 1979, with a stated balance due of $84,800 payable over a term of 29 years at 9.25 percent; and a settlement date occurring before June 4, 1979, at which time the balance of the purchase price, plus applicable settlement costs, would be paid.

In May 1979 an appraisal of the unit was requested, resulting in a partial appraisal report on June 6, 1979. Unit 1505 was appraised as having a fair market value of $110,000. Appraisal documents noted a requirement that units within new projects, such as Representative St Germain's, were to be appraised by comparables select-

ed outside such a new project. This appraisal procedure was not followed apparently because of the distress sale situation.

Project comparables listed fair market values different than that of unit 1505. For example, the fair market value of a similar unit, condominium unit 1405 (one floor below), was set at $109,000, and the fair market value of another similar unit, unit 1005, was estimated at $111,000.

The appraisal documents themselves expressly stated that unit 1505 was "sold below market value." Specifically, unit 1505 was appraised at $110,000 and sold for $4,000 less.

On July 16, 1979, Representative St Germain, Helen C. Hitz, and Richard P. Meuvire executed a note for $84,800, payable to Florida First Federal Savings and Loan in monthly payments of $702.19 until August 1, 2008, at an interest rate of 9.25 percent.[5] The note was secured by a mortgage on the property, signed by Charles S. Sokoloff, as Trustee of the Crepe Trust (formed to handle certain of the Congressman's real estate ventures).

The Committee concludes that Representative St Germain's acquisition of the Bayfront condominium was precipitated by (1) his friendship with Lettelleir and (2) the Savings and Loan's desire to dispose of the property as close to market value as possible in a distress sale context. The documents reviewed establish that the congressman entered into a secured agreement in which he made a down payment and incurred a mortgage liability not at variance with prevailing market conditions given the distress sale context in which the acquisition occurred. In this light, no further action is warranted.

2. Tampa Legal Properties Agreement

The Tampa Legal Properties was a partnership agreement undertaking by a group of investors. The stated purpose of the partnership agreement was to acquire title to and develop property in Hillsborough County, Florida. The principal office of the partnership was the Florida Federal Building, Fourth Street and Central Avenue, Tenth Floor, St. Petersburg, Florida.

There were 17 original investors: one investor, Ann L. Kerr, owned 50-percent interest in the partnership. The other original investors and their interests were—

	Amount	Percent
Oscar Blasingame	$10,000	1.4925
Daniel N. Burt	20,000	2.9850
John M. Elias	10,000	1.4925
Zala L. Forizs	10,000	1.4925
Thomas B. Freeman	10,000	1.4925
Raleigh W. Greene, Jr	50,000	7.4625
Roy G. Harrell, Jr	20,000	2.9850
Sam H. Mann, Jr	50,000	7.4625
R. Donald Mastry	25,000	3.7315
J. Patrick McElroy	10,000	1.4925
S. Michael Ostow	10,000	1.4925

[5] According to Raleigh Greene, Jr., President and Chief Executive Office of Florida Federal, Hitz and Meuvire were employees in Representative St Germain's office who intended to witness the congressman's signature but erroneously signed as coobligors. The matter of Hitz's and Meuvire's legal obligation is not here addressed.

	Amount	Percent
James N. Powell	10,000	1.4925
Bill L. Rowe	25,000	3.7315
Terry A. Smiljanich	10,000	1.4925
Ross H. Stanton, Jr.	40,000	5.9705
Thomas M. Tucker	15,000	2.2390
Total contributions	335,000	50

As can be seen, Representative St Germain was not an original listed investor.

The investment plan was to enter into a sale-leaseback arrangement, described in greater detail below.

On October 24, 1980, Fred Graves and Sam H. Mann, Jr., the latter one of the partnership investors, entered into an option contract in which Graves agreed to sell to Mann, for $650,000, a parcel of land known as the "Graves parcel" upon the exercise of the option. The option contract required a $2,000 deposit, with closing on January 22, 1981.

On October 30, 1980, Zoe A. Furman and Ann L. Kerr, the majority investor, entered into an option contract in which Furman agreed to sell to Kerr, for $200,000, a parcel of land known as the "Furman parcel" upon the exercise of the option. This option contract required a $1,000 deposit, with closing on December 31, 1980.

On February 23, 1981, Sam H. Mann, Jr., required a total assessment of $11,415.17 from the Tampa agreement partners for acquisition of the Graves and Furman parcels, according to their original contribution percentages. According to his 7.4625-percent interest in the partnership, Raleigh W. Greene, Jr.'s contribution due toward the total $11,415.17 was $1,703.71.

On February 1, 1982, Ann L. Kerr and Sam H. Mann, Jr., as trustees, and lessors, entered into a 3-year lease with C.D. Furman, Jr., for the properties.

On February 19, 1982, Raleigh W. Greene, Jr., assigned 20 percent of his interest in the Tampa Legal Properties partnership to Representative St Germain. Specifically, Raleigh W. Greene, Jr., assigned a 1.4925-percent interest to Representative St Germain for $10,000. Mr. Greene informed the Committee that he had invited Representative St Germain's participation in the partnership because he knew his friend was interested in Florida investments.

Pursuant to his partial assignment, Raleigh W. Greene, Jr., requested contributions from Representative St Germain on, for example, February 19, 1982, and September 25, 1985. Specifically, correspondence from Raleigh W. Greene, Jr., to Representative St Germain requested, on February 19, 1982, $1,413 from Representative St Germain. (Raleigh W. Greene, Jr., had paid $57,067.46 in total contributions up to January 31, 1982. Twenty percent thereof—(the congressman's interest) was $11,413. (Representative St Germain had already paid $10,000, leaving a balance due of $1,413.)

Moreover, on September 25, 1985, correspondence to Representative St Germain, Raleigh W. Greene, Jr., requested $917.18 from the congressman, reflecting 20 percent of a $4,589.43 assessment against Raleigh W. Greene, Jr., concerning the subject property.

As can be seen, Representative St Germain's participation in this investment was attended by his making appropriate financial contributions. The Committee concludes that Representative St Germain's involvement in this investment was due to his long-standing friendship with Raleigh Greene, Jr., and not due to the congressman's position. Inasmuch as no evidence exists that Representative St Germain's involvement in the partnership was occasioned by preferential treatment (financial) or that, because of his position, he was not expected to meet his responsibilities under the partnership, the Committee concludes no further action is warranted.

3. Village Square Of Titusville, Titusville, Florida

On October 20, 1983, Representative St Germain entered into a contract for the purchase of a unit in the Village Square of Titusville, Florida, condominiums. The terms were the following: $47,500, including a $1,000 deposit and the balance of $46,500, payable at closing. The scheduled closing date was December 5, 1983.

On February 1, 1984, the congressman executed a U.S. Housing and Urban Development (HUD) Settlement Statement concerning Village Square Unit 104/Bldg. 1. The lender was the Rhode Island Federal Savings & Loan Association. The settlement statement reflected a $1,000 down payment and $43,110 as the principal amount of a new purchase loan. On that same date, Representative St Germain executed an adjustable rate note to Rhode Island Federal Savings & Loan Association in the amount of $43,110. Payments were to be $489.56 per month until February 1, 2014, with interest at 13.375 percent, subject to change every 60 days. The note was supported by a mortgage on the property.

On February 1, 1984, Representative St Germain made his check for $4,810.55 payable into the escrow for this Titusville property, which included the down payment plus closing costs.

On February 1, 1984, Representative St Germain leased the property to First Service Properties as lessee. The lease agreement called for a term of 1 year, with payments of $535.49 per month, with an option to renew.

No improprieties are noted in this transaction. Moreover, the Committee notes that Florida Federal was not connected with this property acquisition.

4. Alachua Hills Trust

In 1980 Representative St Germain obtained a 38-percent interest in a land trust, known as the Alachua Hills Trust, the purpose of which was to acquire a 66-lot parcel in Alachua City, Florida. The partners in the venture included the congressman, Raleigh W. Greene, Jr., and Joseph T. Lettelleir. Their shares were: Representative St Germain—38 percent; Lettelleir—24 percent; and Greene—38 percent.

Correpondence from Joseph T. Lettelleir to Representative St Germain on December 15, 1980, concerning the trust reflected that Raleigh W. Greene, Jr., was to contribute $9,000 of $90,000 needed for the purchase of the property. Lettelleir requested that Representative St Germain repay to Raleigh W. Greene, Jr., the congressman's proportionate share thereof, 38 percent, i.e., $3,420. On

December 23, 1980, Representative St Germain paid $3,420 by check to Raleigh Greene.

In January 26, 1981, correspondence to Raleigh W. Greene, Jr., Representative St Germain enclosed a $27,000 check payable to "Birr Bryant & Saier, Escrow," for the Alachua Hills Trust. In the January 26, 1981, letter, the congressman stated that his check was postdated to January 30 so that he could take advantage of a few extra days of interest on his money market funds.

On January 27, 1981, Raleigh W. Greene, Jr., sent $27,000 to Frank Saier regarding Phase II of the Alachua Hills development.

On February 11, 1981, the Congressman paid Lettelleir $3,580 for his portion of Lettelleir's interest.

No improprieties are indicated in this transaction. The Committee concludes that this investment was, again, the product of Greene and Lettelleir's friendship with the congressman and their awareness of his interest in investing in Florida.

5. E.B. Porter Trust

In June 1982 a land trust agreement, the "E.B. Porter Trust" was created, with E.B. Porter as trustee. Mr. Porter was, at the time, Vice Chairman of the Board of Directors of Florida Federal. The following individuals possessed original interests in the trust:

	Percent
Coastal Steel Construction Co	33
E.B. Porter	25
Raleigh W. Greene, Jr	19
Harold E. Wells	19
Edward A. Phillips	4

The stated purpose of the trust was to acquire title to and develop investment property, consisting of five different parcels. The principal office of the trust was the Florida Federal Building, St. Petersburg, Florida.

By an addendum dated June 23, 1982, the trust agreement was modified to show Representative St Germain as a participant. This resulted in the following changes in interests:

	Percent
Coastal Steel Construction Co	31
E.B. Porter	23
Raleigh W. Greene, Jr	18
Harold E. Wells	19
Edward A. Phillips	4
Representative St Germain	5

The congressman's 5-percent interest consisted of transfers to him of the following interests from the original beneficiaries:

	Percent
Coastal Steel Construction Co	2
E.B. Porter	2
Raleigh W. Greene, Jr	1

The Congressman paid $38,939, for his 5-percent interest.

On May 10, 1983, E.B. Porter, the trustee, executed an agreement to sell certain properties to Town 'N Country Park, Inc. The sale closed on February 14, 1984, reflecting a selling price of $1,272,280, a mortgage thereon of $550,140 in favor of the trust, and net cash to the trust (after loan payoffs and expenses) of $36,400.86.

The Committee did not identify any material indicating any improper action by Representative St Germain in this investment. In this case, as with the other Florida investments, the congressman was shown to have entered the transaction on the basis of a contribution of funds reflecting his true share in the holdings and as a result of his desire to invest in Florida, a fact known by his longtime friends, Messrs. Greene and Lettelleir. On this basis, no further action is warranted.

6. Sandpiper Key Condominium

On May 27, 1982, Representative St Germain entered into an agreement with Sandpiper Key Associates, a Florida general partnership, to purchase a waterfront condominium, unit 205, building II. Representative St Germain had been introduced to the property by his friend, Joseph Lettelleir. Florida Federal was the construction lender that ultimately foreclosed on the property in October 1982. The congressman initially inspected the project and reserved two small units in two buildings that had not yet been constructed. The developer later proposed that Representative St Germain upgrade his purchase for two small units to one large townhouse unit. Thus the final purchase agreement was to "replace" unit 404, building V, and unit 306, building VI.

The total purchase price was recited at $190,000, with $19,000 down payment "transferred from V-404 and VI-306." Closing was to take place, if the congressman could obtain a $171,000 mortgage, on July 26, 1982. The seller agreed to lease back the unit from the congressman for $2,500 per month for 18 months.

On January 6, 1983, the congressman made a "Residential Loan Application" to Florida Federal for the purchase of the condominium. He applied for a conventional $171,000 loan at 12.25 percent for 360 months, with monthly payments of $1,791.90. The total monthly expense for the condominium was reflected at $2,637, with $23,958 being required in cash from the congressman to complete the escrow. The loan application recites that the congressman did not intend to occupy the property as his primary residence. In fact, he leased the condominium back to Sandpiper Key Associates for $2,500 per month for use as a model.

A Florida Federal internal document reflects that Representative St Germain was referred by Mr. Joseph T. Lettelleir, a director and executive vice president of Florida Federal. It states, "The request is for a 90% LTV" (loan to value).

The Committee reviewed a Florida Federal Mortgage Screening and Committee Action Sheet showing an application date of January 6, 1983. The savings and loan initially refused the loan application on the basis that it did "not offer rates & terms requested." The settlement took place on January 17, 1983.

At the time of settlement, there was a $17,000 "purchase rebate" that reduced the purchase price from $190,000 to $173,000. Thus, the LTV (loan to value) ratio changed from 90 percent to 98.84 percent.

The loan from Florida Federal was at 12.5 percent for 30 years with monthly payments of $1,825.01 on principal of $171,000 commencing March 1, 1983. It was secured by a standard mortgage in favor of Florida Federal.

No evidence of improper action by the congressman was identified in this transaction. Thus, the Committee concludes no further action is warranted.

Conclusions—Florida Properties

The Committee is not persuaded that the facts that officials of Florida Federal were co-investors in the financial undertakings or introduced Representative St Germain to other Florida investments render the investments improper. In all cases, Representative St Germain's participation was supported either by contributions of his appropriate share or by commercially reasonable loans. Without evidence to the contrary, the Committee is not in a position to conclude that the congressman's investments with his friends, or other personal purchases notwithstanding their affiliations with Florida Federal, were improper.

D. Rhode Island properties

The fourth allegation was that Representative St Germain may have benefited directly or indirectly from purchases of properties that were offered to him by a developer, Ferland Corporation, which did so because of the congressman's position and influence. As with the other allegations, the Committee conducted interviews and obtained and reviewed relevant documentation. In sum, this entailed analysis of the following transactions participated in by the congressman:

1. Four Seasons East Group.
2. School Street Associates.
3. Parkview Associates.

The results of this Committee's analysis follow:

1. Four Seasons East Group

On January 2, 1971, a Rhode Island limited partnership, the Four Seasons East Group, was formed by Roland O. Ferland as general partner and the following limited partners: Representative St Germain, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, and Armand A. Ferland. Roland Ferland is a prominent Rhode Island developer who first met Representative St Germain over thirty years ago as a member of a fraternal organization. Mr. Ferland later served as the campaign manager during the congressman's first congressional race in 1960. The two men have since remained close friends. The purpose of the partnership was to own and develop real property in East Providence, Rhode Island.

The congressman was to have contributed $3,000 for his 15-percent limited partnership share. This property was developed into an extensive complex of 192 apartment units.

Representative St Germain reported in his 1980 and 1981 Financial Disclosure Statements a sale of a portion of this interest that occurred in December 1980. At that time he sold 13 of his 15-percent interest for $184,798.90 to Ferland Corporation (10 percent) and Koffler Corporation (3 percent) and retained a 2-percent interest. In December 1980 the Koffler Corporation gave the congressman a $42,219.44 note dated December 5, 1980, at 9-percent inter-

est, payable January 2, 1981. The Ferland Corporation also gave the congressman a $140,731.47 note dated December 5, 1980, at 9-percent interest, payable January 2, 1981. The notes totaled $182,950.91. The corporations paid him the balance of the purchase price of $1,847.99 on or about December 5, 1980.

The congressman, on February 7, 1985, received $2,400 for his 2-percent share of the net cash flow from the Four Seasons East Group.

On February 24, 1986, the congressman received $4,526 "nonpreferred distribution" for the year ended that date, characterized in a February 16, 1986, letter from Ferland Corporation transmitting the check as the congressman's share of "net cash flow" of Four Seasons.

The Committee concludes that this investment opportunity was made possible through Roland Ferland's long-standing friendship with Representative St Germain. Accordingly, no further action is warranted.

2. School Street Associates

This investment partnership was organized in 1975 by Roland Ferland, general partner, and the following limited partners: Representative St Germain, Armand J. Ferland, Albert Ferland, J. Raymond Ferland, Eugene Ferland, and Armand A. Ferland. The purpose of this venture was to acquire for development and investment certain property located on School Street, Pawtucket, Rhode Island.

Representative St Germain acquired a 20-percent partnership interest in this investment for a capital contribution of $2,000 in 1975. The congressman loaned an additional $12,000 in 1980 and $4,000 in 1983, representing his proportional share of financial contributions (loans) to the partnership. Specifically, on April 14, 1980, Roland Ferland called on partners for $60,000, which, in effect, required Representative St Germain to make a $12,000 loan to the partnership on the basis of his 20-percent interest. And in October 1983, Representative St Germain sent to Roland Ferland a check for $4,000. Thus, in addition to his $2,000 capital contribution, the congressman made two later loans totaling $16,000, to the partnership.

Prior to 1985 no partnership distributive shares had been issued. The real estate was sold in November 1985 to Famco Associates. The congressman, to date, has received $21,200 as a partnership distribution of the proceeds from the sale to Famco as well as $16,000 in repayment of his 1980 and 1983 loans.

The Committee did not obtain any evidence in connection with this investment establishing that Representative St Germain's participation had any basis other than his friendship with Roland Ferland.

3. Parkview Associates

On June 30, 1976, a Rhode Island limited partnership agreement was entered into with Roland O. Ferland as general partner and the following limited partners: Representative St Germain, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, James A. O'Leary, Rich-

ard R. Ferland, Albert J. Ferland, and Roland J. Ferland. Again, this investment involved Roland Ferland, a prominent Rhode Island developer and friend of Representative St Germain. The purpose of the partnership was to own and develop two lots on Parkview Drive in Pawtucket, Rhode Island.

The congressman claims to have contributed $7,500 to obtain a 15-percent interest in the limited partnership.

The Committee determined that on December 20, 1982, Roland Ferland refinanced Parkview Associates, replacing a $239,000 obligation to Ferland Corporation with outside financing of $250,000. He distributed the cash "tax-free" difference to the partners. Representative St Germain received $1,500, his share of the proceeds. The congressman also received $24,000 on September 27, 1983, as a partnership distribution share.

The Committee determined that the congressman later received from this partnership $7,500 on February 7, 1984; $4,500 on July 20, 1984; and $7,500 on December 13, 1984, for an additional total of $19,500.

On March 29, 1985, the congressman received a letter containing a check for the "first distribution for 1985 on Parkview in the amount of $11,250."

More recently, on September 11, 1985, Roland O. Ferland wrote a letter to Representative St Germain reporting that Ferland had completed additional secondary financing and enclosed a $120,000 check representing the congressman's share of the proceeds of the new financing.

The Committee concludes that this investment opportunity was made possible by Representative St Germain's friendship with Roland Ferland. In fact, during the Committee's interview of Ferland, it was made clear that his friendship with the congressman led to this investment. The Committee adduced no evidence during its review of this investment establishing that Representative St Germain's participation had any other basis, and accordingly, no further action is warranted.

Conclusion

In the light of the information obtained and discussed above regarding Representative St Germain's Rhode Island interests, the Committee concludes the allegation of improper activity was not confirmed. The subject holdings were participated in by virtue of the congressman's long-standing friendship with Roland Ferland, and no evidence was obtained establishing that Representative St Germain did not contribute his appropriate financial share at the time of entry into the holdings or that friendship with Ferland was not, in fact, the basis for the investments.

E. Acquisition of International House of Pancakes properties

The fifth allegation was that, because of his office or influence, Representative St Germain received, directly or indirectly, loans from banks for the full amount, or more, of the purchase of certain properties. The thrust of the allegation was that, because of his congressional position, Representative St Germain benefited from

favorable treatment accorded him by the banking institutions involved.

This allegation relates to Representative St Germain's acquisition of properties relating to the International House of Pancakes (IHOP). The Committee's analysis of this allegation follows:

1. International Industries, Inc., and Representative St Germain's decision to acquire the properties

In 1971 International Industries, Inc. (III), was a Beverly Hills, California-based corporation whose stock was listed on the New York Stock Exchange. The principal business of the corporation was that of a franchisor of IHOP restaurants. The company owned, among other things, improved real estate on which were situated 38 IHOP restaurants valued in excess of $10,000,000. The company franchised these restaurants to franchisees who leased the restaurant sites from III, paying III rent on a regular basis. The leases were generally for a 20-year term. The franchise agreements also required additional regular payments to III as "franchise fees."

In 1971 III had serious financial problems. The company owed a consortium of banks, led by California-based Security Pacific National Bank (SPNB), in excess of $114 million. SPNB held, as partial security for these borrowings, liens on the 38 IHOP restaurants. In order to satisfy SPNB's insistence on reducing the line of credit owed the consortium, III placed the restaurants up for sale to investors, on a basis whereby III would lease them back, continuing its relations with the franchisees on a sublease basis.

By way of background, while attending Boston University Law School (graduating in 1955), Representative St Germain became personal friends with his classmate, Jerry Fisher. They parted company after graduation, and Mr. Fisher later became employed in Washington, D.C., with the Small Business Administration.

Mr. Fisher and the congressman renewed their friendship in Washington and continued it for several years until, in 1967, Fisher moved to California to become an officer of III. He was ultimately placed in charge of selling the IHOP restaurants. During this period, Fisher was under intense pressure to sell the restaurants to alleviate III's severe cash flow problems.

The restaurants were essentially disposed of on a forced sale basis, with Mr. Fisher regularly being called upon by SPNB to sell millions of dollars worth of III assets on short notice. The restaurants were offered for sale on a "net book value" basis, i.e., at a price equal to the cost to III of the improvements (less depreciation) and the land. Fisher informed the Committee that in 1971 he was phoning everyone he could think of who might be interested in buying the properties. It was in this context that he phoned Representative St Germain, despite his ignorance of whether the congressman had the financial ability to make the purchase.

Apparently the first call Fisher placed to Representative St Germain occurred in late 1971 or early 1972. Mr. Fisher explained to the congressman that the IHOPs were being sold at bargain prices and that he, Fisher, assured the congressman that he would provide prime locations. The congressman ultimately agreed to purchase, and did purchase, five restaurants from March 1972 to March 1973. He financed these purchases with loans from four fi-

nancial institutions in his home state of Rhode Island. To effect the acquisition, Representative St Germain created a vehicle, the Crepe Trust, in the name of which these investments were made.

2. The Crepe Trust

The initial February 28, 1972, Crepe Trust Indenture named Michael A. Abatuno, North Providence, Rhode Island, as trustee. Abatuno was then a Providence, Rhode Island, attorney who had previously employed Mr. St Germain as a lawyer in his office. The indenture recites Representative St Germain as the sole beneficiary and recites the trustee's power to buy a Cranston, Rhode Island, IHOP for $263,320 and a Providence, Rhode Island, IHOP for $311,440, executing two promissory notes to Industrial National Bank of Rhode Island (now Fleet National Bank).

The indenture also recites that the congressman delivered $28,738 to the trustee. This sum apparently was intended as a down payment on the first two IHOPs he acquired.

In the records of IHOP, Inc., the Committee located a photocopy of a cashier's check dated February 28, 1972, marked "re: Fernand St Germain" payable to "Michael A. Abatuno, Trustee U/I/T 2/28/72" drawn on Industrial National Bank of Rhode Island in the amount of $28,738. The congressman initially informed the Committee that this was not his money and that he could not recall where it came from. The Fleet National Bank (successor to Industrial National Bank of Rhode Island) photocopy of this check shows it endorsed by Michael Abatuno, but otherwise the back of this check is illegible. In fact, the Committee determined that the source of this so-called "seed" money for the Crepe Trust was Industrial National Bank of Rhode Island. The congressman obtained a loan from that bank in the amount of $28,738 for 17 days with interest at 5 percent per annum. The funds were deposited in the Crepe Trust account on March 7, 1972, and were repaid to the bank on March 17, 1972. Representative St Germain agreed that he did borrow the funds to "seed" the Trust.

Crepe Trust Trustees

The committee determined that the following individuals served as trustees of the Crepe Trust:

Michael A. Abatuno, deceased, trustee: February 28, 1972, to December 27, 1973.

William Halliwell, North Smithfield, R.I., trustee: December 28, 1973, to April 14, 1976.

Sheldon L. Gerber, Providence, R.I., trustee: April 14, 1976, to April 24, 1978.

Charles S. Sokoloff, Warwick, R.I., trustee: April 24, 1978, to date.

3. The loans

The congressman, through the Crepe Trust, obtained five loans (plus the initial "seed" money loan) from four Rhode Island financial institutions to purchase five IHOP restaurants. Listed below are the institutions from which he obtained the loans, the amounts of the loans, dates of the notes evidencing the loans, and the specific properties purchased.

Institution	Loan amount	Note date	Property location
Industrial National Bank of Rhode Island (now Fleet National Bank).	$292,000	Mar. 7, 1972	228 Meeting Street, Providence, RI.
Industrial National Bank of Rhode Island (now Fleet National Bank).	255,000	Mar. 7, 1972	1045 Reservoir Avenue, Cranston, RI.
Old Stone Bank	236,550	May 24, 1972	1010 S. Central Expressway, Richardson, TX.
Rhode Island Hospital Trust National Bank	242,000	Dec. 15, 1972	4340 Boston Post Road, Bronx, NY.
Marquette Credit Union	283,000	Mar. 7, 1973	2526 University Boulevard, Wheaton, MD.

The Committee focused on whether the congressman improperly used the influence of his office to secure the above financing. Marquette Credit Union located in the congressman's hometown of Woonsocket, Rhode Island, was, and still is, a state-chartered and wholly state-regulated and -insured credit union. It has never been subject to federal regulation and thus would not be subject to influence from a federal committee.

However, Industrial National Bank of Rhode Island (now Fleet National Bank) and Rhode Island Hospital Trust National Bank were, and still are, federally chartered banks subject to federal regulatory oversight by the Comptroller of the Currency and the Federal Deposit Insurance Corporation (FDIC). Similarly, Old Stone Bank was, and now is, insured by the FDIC, subjecting it to federal regulatory oversight. The Committee scrutinized the loans from these four institutions, along with the congressman's Financial Disclosure Statements as to the category of value of the loan obligations, fair market value, capital gain, and transaction value.

4. Legal limitations on the banks

As noted, one focus of the investigation was to determine whether any of these institutions acted improperly in making a loan to the congressman.

National banks such as Industrial National Bank and Rhode Island Hospital Trust National Bank were and are allowed to hold real estate mortgages as security for loans under 12 U.S.C. § 29. However, pure "real estate" loans—loans secured only by real estate—have been subject to varying limitations under 12 U.S.C. § 371. In 1972 when the congressman's loans were made, national banks were prohibited from lending in excess of 90 percent of the appraised value of improved real estate. Pure "real estate" loans in excess of 75 percent of appraised value were required to be amortized by installments over not more than 25 years.

But the congressman's loans were not subject to such limitations, because his loans were "commercial" loans and not "real estate" loans under the statute.

> Loans made to any borrower (i) where the [bank] looks for repayment by relying primarily on the borrower's general credit standing and forecast of income, with or without other security, or (ii) secured by an assignment of rents under a lease, and where, in either case . . . the [bank] wishes to take a mortgage, deed of trust . . . upon real

> estate . . ., shall not be considered as real estate loans within the meaning of this section, but shall be classed as commercial loans.

As shown below, each of the congressman's loans were secured by numerous items, including an assignment of rents. As such, they are commercial loans not subject to restrictions based on appraised value.

Consequently, three questions remained for the Committee's consideration. First, were the loans sound from a banking point of view? Second, regardless of the soundness of the loans, was there any evidence that Representative St Germain improperly attempted to use the influence of his public office to obtain the loans? And, third, did Representative St Germain properly disclose these matters in his Financial Disclosure Statements?

We next examine each loan with these three questions in mind.

5. Industrial National Bank of Rhode Island (Fleet National Bank)

The *Wall Street Journal* reported in September 1985 that "records show that Industrial National Bank [of Rhode Island] (now Fleet National Bank) of Providence, lent [Representative St Germain] a net total of $1,000 more than the combined purchase prices of two restaurants he bought within four days of each other, one in Providence and the other in nearby Cranston, Rhode Island."

Industrial National Bank of Rhode Island (Industrial Bank or Fleet National Bank hereafter) financed the congressman's first two IHOP purchases: the Providence and Cranston, Rhode Island, restaurants. Although the financing for the two properties was applied for, considered, and granted simultaneously, the Committee analyzes these two purchases separately below.

Settlement sheets for the congressman's purchases reflect that the "selling price" of the Providence IHOP restaurant was $295,868 and the "selling price" of the Cranston IHOP restaurant was $250,154, a total of $546,022. By two notes dated March 7, 1972, Industrial Bank loaned Representative St Germain $292,000 and $255,000, respectively, or a total of $547,000 for the two purchases. Thus, the aggregate loan amounts exceeded the total "selling prices" by $978.

(a) Providence IHOP. It appears that Jerry Fisher, as an officer of III, first contacted the congressman regarding the Rhode Island IHOP purchases before early January 1972. Specifically, on or about January 6, 1972, Industrial Bank, at the request of J. Terrance Murray, the bank's senior vice president, began collecting information about III, primarily from Security Pacific National Bank. The 1971 III annual report that was ultimately received by Industrial Bank shows the company experiencing financial difficulty.

Jerry Fisher apparently had prepared and sent to prospective purchasers, including Representative St Germain, "listing sheets" for the IHOPs that III had for sale. The top right corner of each sheet indicated a price—related to net book value. The sheet for the Providence IHOP restaurant shows a price of $311,440. (As of

August 29, 1971, this restaurant was carried on III's books with a net book value of $296,800. Apparently, III calculated its listing sheet price by multiplying the net book value times an anticipated real estate brokerage fee of 5 percent and adding the brokerage fee to the net book value. In the case of the Providence IHOP, this calculation should have resulted in a listing price of $311,640.)

The Committee found that on February 14, 1972, 2 weeks prior to formation of the Crepe Trust (established on February 28, 1972), Mr. Abatuno (who was to become the first Crepe trustee) applied on behalf or Representative St Germain to Industrial Bank for a $292,000 mortgage loan at 8 percent for 15 years to purchase the Providence IHOP. The loan was to be secured by an assignment of rent from the tenant, III, at "12% of cost." A corporation to be formed, the Crepe Trust, F. St Germain, Pres., was the named applicant. The purchase price was recited as $311,440 with a proposed down payment of 4 percent, or $12,440.

By letter dated February 22, 1972, Jerry Fisher wrote trustee Abatuno noting, "Dear Mike: It was a pleasure talking to you yesterday . . ." and enclosing, among other things, copies of the subleases for the two Rhode Island IHOPs.

Industrial Bank, by its employee-appraiser Robert C. Nordstrom, apparently inspected the site on February 16, 1972, and appraised the 1-year-old IHOP restaurant at $310,000. The appraisal reflects that sale-leaseback with IHOP is "12% of cost on a net/net lease for 20 years or $37,372.30 per year," or $3,114 per month. The appraiser capitalized annual Providence IHOP earnings of $37,400 at 12 percent to obtain a value of $311,600. No cost appraisal was made.

On March 7, 1972, Representative St Germain (via the Crepe Trust) purchased the Providence IHOP by warranty deed from III for a "selling price" of $295,868 (less $2,387.70 rents, yielding a net sale price of $293,480) securing a 15-year note dated March 7, 1972, for $292,000 payable at $2,875.50 per month, in favor of the Industrial Bank. After other selling expenses totaling $1,695.82, the balance paid to the seller, III, was $291,784.48. The congressman paid the difference between the "Adjusted Sale Price" of $293,480.30 and the $292,000 mortgage proceeds, or $1,480.30. Representative St Germain and his wife personally guaranteed the note.

The Committee examined a purchase agreement entered into between III and the Crepe Trust. The document reflects a purchase price for this Providence IHOP of $311,440, with a deposit of $15,572 having purportedly been paid simultaneously with execution of the agreement on February 28 or March 3, 1972. The purchase agreement provided that IHOP would lease the premises from Representative St Germain for 20 years at the greater of $3,114.40 per month or 5 percent of gross receipts. The purchase agreement also required the escrowee to pay Security Pacific Bank $311,440 (less closing costs not to exceed $1,000). This, of course, was not done because the $311,440 purchase price to be paid by Representative St Germain was reduced by 5 percent to $295,868. This matter of reduced selling price is discussed later.

Mr. Ed Resnick, an III Vice President, sought SPNB consent for the proposed sale by letter dated February 29, 1972. He reflected, "The gross purchase price for the property is $311,440 before de-

duction of closing items," stating that the book value of the property was $293,500 and the yearly rental during the 20-year lease would be $37,372.80 net, net, net.[5]

The initial $292,000 mortgage was recorded March 7, 1972. It was replaced by another mortgage recorded June 26, 1972, which is identical to the initial mortgage except that the later mortgage required Representative St Germain to pay taxes, assessments, and insurance premiums.

Release of brokerage fee

At the time of settlement, on March 7, 1972, for "valuable consideration," William Halliwell, then of Woonsocket, Rhode Island, released the Crepe Trust from all claims for a brokerage commission on the 228 Meeting Street, Providence, Rhode Island, IHOP. The purchase agreement reflects that William Halliwell, real estate broker, was responsible for said sale. The document also stated that III agreed that the purchase price ($311,440) shall be reduced by 5 percent and Crepe Trust assumed the obligation to pay said broker. This provision effectively reduced the purchase price of $311,440 by the amount of the $15,572 purported deposit.

The Committee determined that Mr. Halliwell never brokered the IHOP and that his purported "release" of the 5-percent commission was a fiction. The fact remains, however, that III, and apparently SPNB, was willing to accept the net book value of the property and had no intention to obtain the 5-percent commission for its use. Thus, while Halliwell's release did not, as such, affect the price Representative St Germain would pay for the IHOP, it did create a misimpression that the Crepe Trust used Halliwell to obtain the property and paid Halliwell a commission.

Leasehold agreement

Representative St Germain leased back the Providence IHOP to III for the greater of $3,114.40 per month or a 5 percent of gross. III subleased the property for $395 per week plus 10 percent of weekly gross in excess of $4,000, a minimum of $20,540 per year (52 x $395), or $1,711 per month.

On March 7, 1972, at the time of the settlement, Representative St Germain assigned his rental rights to Industrial Bank. Also at that time, III and its sublessee subordinated their leasehold rights to Representative St Germain and Industrial Bank.

Interest rate modifications

By letter dated January 16, 1973, Industrial Bank, through Robert Crowley, a bank officer, unilaterally reduced the interest rate on this loan to 7.5 percent, effective with the February payment, with the mortgage payment to remain the same. A bank representative informed the Committee that it did so because of falling interest rates. However, according to the *Board of Governors of the Federal Reserve Statistical Digest, 1970–79,* interest rates were rising at that time.

---

[5] "Net, net, net," or "triple net," refers to the obligation of a tenant to pay for all taxes, insurance, utilities, maintenance, etc.

By letter dated March 31, 1975, the bank "recast" the congressman's loan—that is, revised the amortization of the remaining balance. The recasting reduced the congressman's payment from $2,875.50 to $2,281 per month "considering a full payout * * * in seventeen years" at an interest rate increased to 8 percent from 7.5 percent.

Financial Disclosure Analysis

A. The congressman's 1983 Financial Disclosure Statement shows this obligation, under Fleet National Bank, in category E ($100,001 to $250,000). It appears that in the normal course of business, the original obligation would have been paid down by about $223,392 to about $68,607 by December 15, 1983. However, with the 1975 recasting, the 1983 year-end mortgage balance was approximately $159,305, so this categorization of the obligation is correct.

B. The 1983 Financial Disclosure Statement shows the Providence IHOP with a fair market value category D ($50,001 to $100,000). Representative St Germain made this categorization on the basis of "net book value" as follows.[6] Original cost of the Providence IHOP was $295,868. He allocated 51.9 percent, or $153,555.50, to improvements and depreciated them over 25 years ($6,142.22 per year—$5,118 in 1972). Thus, by year-end 1983 accumulated depreciation was $72,691.

The congressman calculated net book value as follows:

		Balance
Original cost	$295,868	
Less:		
Accumulated depreciation	72,691	$223,177
Mortgage balance	159,305	63,872

Thus, with a calculated fair market value of $63,872, the categorization is correct.

C. Representative St Germain's 1984 Financial Disclosure Statement shows this property with a fair market value category D ($50,001 to $100,000). Again, the congressman made this categorization on the basis of "net book value" as suggested by the Terry letter. Original cost of the Providence IHOP was $295,868. He allocated 51.9 percent, or $153,555.50, to improvements and depreciated it over 25 years ($6,142.22 per year—$5,118 in 1972). Thus, by year-end 1984 accumulated depreciation was $78,834. The recast mortgage balance at year-end 1984 was $144,130 according to the congressman.

---

[6] As will be discussed in this part and later in this report, Representative St Germain obtained written advice on April 20, 1978, from Mr. Donald F. Terry, Staff Director, Select Committee on Ethics, that for the purpose of filing his Financial Disclosure Statements under House Rule XLIV (the predecessor to the Ethics in Government Act of 1978):

> [I]f you cannot reasonably ascertain the fair market "category of value" of your interest in any property holdings, you may use any recognized indicator of value provided that the method of value is indicated on the disclosure statement. Accordingly, it is appropriate to use book value to determine the category of value of your real estate holdings.

The congressman, in his April 17, 1978, request to Mr. Terry, described the "book value" as being arrived at by "taking the original cost, less accumulated depreciation, and subtracting that amount from the mortgages outstanding plus total current liabilities."

Thus, the congressman calculated net book value as follows:

		Balance
Original cost	$295,868	
Less:		
Accumulated depreciation	78,834	$217,034
Mortgage balance	144,130	72,904

Thus, with a calculated fair market value of $72,904, the categorization is correct.

The *Wall Street Journal* reported that on "December 31 the congressman sold his Providence, R.I. restaurant for $470,000, a nearly 59 percent gain over the purchase price. Land records indicate that Mr. St Germain cleared about $400,000 on the sale of the Providence restaurant."

The congressman did, on or about December 31, 1984, sell the Providence IHOP for $470,000. His obligation to Fleet Bank was, at this time, $144,898.70. When the obligation plus other closing costs were deducted, the congressman "cleared" $315,995.30.

The Financial Disclosure Statement for 1984 reports income from "Real Estate (228 Meeting St., Providence, RI)" as a capital gain in category F ($50,001 to $100,000). The specific source of the income is not specified on the Financial Disclosure Statement. Apparently, a $5,000 deposit plus $40,995.30 was paid to the congressman on or about December 31, 1984, along with a hand-written, unsecured "Note" of the same date for $270,000 payable January 2, 1985, the next business day. The congressman has explained that the basis for this categorization was that the capital gain from this transaction was reported in installments in proportion to the cash proceeds received in 1984 and 1985. On this stated basis, the $45,995.30 cash received in 1984 is correctly categorized.

(b) Cranston IHOP.—On or about January 6, 1972, Industrial Bank, at the request of J. Terrance Murray, Senior Vice President, began collecting information about III primarily from Security Pacific National Bank. Robert C. Nordstrom appraised the Cranston IHOP, on a "cost approach," at $190,000 in a February 1, 1972, memorandum to the bank.

As previously discussed, Jerry Fisher had prepared and sent to prospective purchasers, including the congressman, "listing sheets" for the IHOPs held for sale by III. At the top right of each, a price—related to net book value—was shown. The sheet for the Cranston restaurant has never been located. (As of August 29, 1971, this restaurant was carried on III's books with a net book value of $250,900. Apparently, III calculated its listing sheet price by multiplying this $250,900 value times an anticipated real estate brokerage fee of 5 percent and adding the brokerage fee, yielding $263,445.)

Two weeks prior to formation of the Crepe Trust (on February 28, 1972), the Industrial Bank received an application dated February 14, 1972, for a 15-year, $255,000 mortgage loan at 8 percent to purchase the Cranston IHOP. The annual rental income is recited at "12% of cost." A corporation to be formed, the Crepe Trust, F. St Germain, Pres., is the applicant. The purchase price on the ap-

plication appears to be $263,320 with a 4-percent, or $10,520, down payment.

Mr. Nordstrom apparently reinspected the site on February 16, 1972, and reappraised the 2-year-old restaurant and property at $265,000. Mr. Nordstrom increased the value of the building from $123,150 to $205,000. It reflects that the sale-leaseback with IHOP is "12% of cost on a net/net lease for 20 years or $31,598.40 per year," or $2,633 per month. Twelve percent of $263,320 is $31,598.40.

The initial February 28, 1972, Crepe Trust indenture authorizes the trustee to "invest" in this property in the sum of $263,320 and to execute a $252,800 note to Industrial Bank.

By letter dated February 29, 1972, Ed Resnick, Vice President of III, wrote to Security Pacific National Bank requesting consent to the sale and leaseback of this Cranston IHOP. He states that the "gross purchase price for the property is $263,320" and that its "book value" is $247,600. This is consistent with IHOP, Inc., formerly III, records reflecting, as of August 29, 1971, this Cranston IHOP with a net book value of $250,900.

On about March 7, 1972, Representative St Germain (through the Crepe Trust) purchased the Cranston IHOP for a selling price of $250,154 (suggesting that a purported $13,166 deposit had been paid), securing a 15-year note dated March 7, 1972, for $255,000 payable at $2,437 per month in favor of the Industrial Bank. Representative St Germain and his wife personally guaranteed the note. Their guarantee is on the back of the original note, which Committee staff inspected at Fleet Bank. The mortgage loan closing statement dated "3/7/72" reflects a mortgage of $255,000 and a "Deposit paid" of "See Sales Agreement." The Crepe Trust received a credit for $2,018.79 for "Rents," resulting in an "adjusted sale price" of $248,135.21. After deduction of "Sellers' Expenses" of $587.17 and Title Insurance Policy of $1,020.46, the Net Balance Due to be disbursed to the seller (III/SPNB) was $246,527.68. It appears that Representative St Germain, or his trust, received about $4,846 ("Selling Price" of $250,154 less mortgage of $255,000) net cash from this transaction.

The purchase agreement reflects the purchase price of this Cranston IHOP to be $263,320 and a purported deposit to be $13,166. The purchase agreement reflected that Representative St Germain will lease this Cranston IHOP back to III for a rent of the greater of $2,633.20 per month or 5 percent of gross receipts. An exhibit to the purchase agreement requires the escrowee to pay Security Pacific Bank $263,320 (less closing costs not to exceed $1,000).

By virtue of the loan applications, the bank appears, as of March 7, 1972, to have believed that the purchase price of this IHOP would be $263,320 with the owner's equity of 4 percent of cost.

The *Wall Street Journal* reported that "records show that Industrial National Bank [of Rhode Island] (now Fleet National Bank) of Providence, lent [Representative St Germain] a net total of $1,000 more than the combined purchase prices of two restaurants he bought within four days of each other, one in Providence and the other in nearby Cranston, R.I."

Documentation reflects that the "selling price" of the Providence IHOP restaurant was $295,868 and of the Cranston IHOP restau-

rant was $250,154, for a total of $546,022. By two notes dated March 7, 1972, the Industrial Bank loaned Representative St Germain $292,000 and $255,000, respectively, or a total of $547,000 for the purchases. Thus, the aggregate loan amounts exceeded the aggregate "selling prices" by $978. But the documentation examined by the Committee shows that the Congressman obtained $4,846 from the Cranston IHOP escrow, paid $1,480.30 into the Providence IHOP escrow, and netted $3,365.70.

The initial $255,000 mortgage for the Cranston IHOP recorded March 7, 1972, was replaced by another mortgage recorded June 26, 1972, which is identical to the initial mortgage except that the later mortgage required Representative St Germain to pay taxes, assessments, and insurance premiums. The title policy on the property insured it for $255,000.

Release of brokerage fee

The Committee identified this as another instance involving the release of the 5-percent brokerage commission that resulted in a reduced selling price. Again, on March 7, 1972, for valuable consideration, William Halliwell released the Crepe Trust from all claims for a brokerage commission on the Cranston IHOP. As was the case regarding the Providence IHOP, the purchase agreement reflects that "William Halliwell, real estate broker was responsible for said sale * * * Seller agrees that the purchase price shall be reduced by the amount of 5% of the purchase price * * * [Representative St Germain] assumes the obligation to pay said broker." This release reduced the purchase price of $263,320 by exactly the amount of the $13,166 purported deposit. Again, Halliwell was neither owed nor paid any brokerage commission.

Similar to the purchase of the Providence IHOP and by virtue of the loan applications, the bank may have believed that the purchase price of the Cranston IHOP would be $311,440 with the owner's equity of 4 percent of cost, equal to $10,520.

Leasehold agreement

On March 7, 1972, Representative St Germain leased back the Cranston IHOP to III for a 20-year term at the greater of $2,633.20 per month (yielding annual rental of $31,598.40 as Resnick had told SPNB February 29, 1972) or 5 percent of gross. III was subleasing this Cranston IHOP for $395 per week plus 10 percent of gross in excess of $4,000 per week, or a minimum of $20,540 per year.

On March 7, 1972, at the time of settlement, Representative St Germain assigned his rights to rent from the Cranston IHOP tenant to the Industrial Bank. In addition, on March 7, 1972, III and its sublessee subordinated their leasehold rights to Representative St Germain and the Industrial Bank.

Interest rate modifications

By letter from Robert Crowley, dated January 16, 1973, the Industrial Bank unilaterally reduced the interest rate on this loan to 7.5 percent, with the mortgage payment to remain the same. As in the case of the Providence IHOP, the bank informed the Committee that it reduced the rate because of falling interest rates. Again,

the *Federal Reserve Statistical Digest* indicates interest rates were rising.

Industrial Bank subsequently "recast" the congressman's loan. By letter dated March 31, 1975, the bank reduced the congressman's payment from $2,437 to $2,015 per month "considering a full payout * * * in seventeen years" at an interest rate increased to 8 percent from 7.5 percent.

Financial disclosure matters

A. The Financial Disclosure Statement for 1984 shows this obligation, under Fleet National Bank, in category E ($100,001 to $250,000). It appears that in the normal course of business, the original Industrial Bank obligation would have been paid down by about $190,957 to about $60,042 by December 31, 1984. However, with the 1975 recasting, the 1984 year-end mortgage balance owed was, according to the congressman, $128,228. Thus, this obligation was correctly categorized.

B. The Financial Disclosure Statement for 1984 shows the Cranston IHOP with a fair market value in category D ($50,001 to $100,000). The congressman apparently assigned this categorization on the basis of the "net book value" because of the Terry letter. The original cost of the Cranston IHOP was $250,154. He allocated 64.5 percent, or $161,349.33, to improvements and depreciated it over 25 years ($6,453.97 per year-$5,378 in 1972). Thus, by year-end 1984, accumulated depreciation was $82,826.

The congressman calculated net book value as follows:

		Balance
Original cost	$250,154	
Less:		
Accumulated depreciation	82,826	$167,328
Mortgage balance	128,228	39,100

Thus, with a calculated fair market value of $39,100, the categorization is not correct; it should have been category C—that is, the congressman "overvalued" the holding.

6. Old Stone Bank Financing of Richardson, Texas, IHOP

The Committee determined that Jerry Fisher wrote Representative St Germain the following note:

> To: Fred
>
> Here is information on other 2 properties. Note the following:
>
> On Richardson, Texas, there is some vacant land. If you are to buy only the improved area—there is one price and 1 legal description. If you want to buy all, I can get it for about $260,000.
>
> Please let me know how you want to go. I suggest going for it all. Either way—time is of the essence.
>
> Best regards,
>
> JERRY.

By letter dated February 22, 1972, six days prior to formation of the Crepe Trust, Representative St Germain wrote to Robert G. Stevens, President of Old Stone Bank, in Providence. Representative St Germain's letter requested "100 percent financing" for 15 years by the bank to enable his purchase of two parcels of real property with improvements consisting of operating restaurants located in Bronx, New York, and Richardson, Texas. The letter identified Jerry Fisher as the "contact" for III. Accompanying the letter was certain documentation describing the restaurants.

An III listing sheet reflects a price for the Texas IHOP of $236,550. IHOP, Inc., records reflect that, as of August 29, 1971, this property had a net book value of $225,100, and that it was "in escrow" with a selling price of $266,000.

In an April 12, 1972, letter, E.H. Resnick, Vice President of III, certified to Security Pacific Bank that the gross purchase price for the property was $250,000, "before deduction of closing items," and that the book value of the Richardson, Texas, IHOP was $221,200 with net sales (gross sales of $305,518.45 less sales taxes of $13,557.42) in 1971 of $291,961. By letter dated April 20, 1972, E.E. Loyd, Senior Vice President of SPNB, consented to the sale.

The Committee reviewed the bank's loan records, providing an opportunity to review Representative St Germain's loan in the context of similar loans. Of the records provided, the Committee selected the nine loans approved by Old Stone Bank in the 18-month period bracketing the congressman's loan approval. These loans were analyzed to determine if Representative St Germain's loan was or was not comparable with other loans. In the Committee's judgment, the congressman's loan did not represent an aberration in the bank's loan policy, therefore supporting a conclusion that he was not accorded favorable treatment. The nine loans examined are described below. Identifying information has been deleted to maintain confidentiality.

1. Request: November 30, 1971 (Conventional Restaurant Loan—$275,000—Ohio).

The bank approved a $275,000 loan to provide permanent first mortgage financing for a proposed restaurant in Ohio for a 20-year term at 9.25 percent. The mortgagor had net worth of approximately $100,000. Additional security included assignment of the restaurant lease. The lessee had net worth in excess of $2 million, sales in excess of $12 million in 1971, and after-tax income in excess of $1 million. The bank valued the land at $100,000 and the proposed improvements at $212,600. The bank considered net income (from lease) of $42,000 less interest on land to be $33,500. The bank then capitalized this at 12 percent to obtain economic value attributable to improvements at $279,166. The bank added the land value of $100,000 to yield a total economic value of $379,000, making this a 72.5-percent loan. The bank calculated reproduction value to be $367,000, making this a 74.9-percent loan. The loan was conditioned on proof that the borrower "has invested a minimum of $75,000 cash equity above our loan."

2. Request: March 21, 1972 (Conventional Motor Hotel Loan—$2,400,000—Alabama).

The bank approved a $2,400,000 loan to provide permanent first mortgage financing for conversion of an outdated hotel to a modern

downtown motel in Alabama for a 20-year term at 9.25 percent plus 10 percent of gross in excess of $1,012,500 per year. The stockholders of the corporate borrower were experienced businessmen of substantial personal net worth, but they were not personally guaranteeing the loan. The bank valued the land at $343,000. The bank considered net income of $400,000 less interest on land, $30,780, to be $369,220. The bank then capitalized this at 12 percent to obtain an economic value, attributable to improvements, of $3,082,650. The bank added the land value to yield a total economic value of $3,424,000, making this a 70-percent loan. The bank also calculated reproduction value to be $3,367,000, making this a 71-percent loan.

The Congressman's loan: March 21, 1972 (Conventional Restaurant Building Loans—$236,550 and $251,850—Richardson, Texas, and Bronx, New York).

The bank approved a $448,400 loan to Representative St Germain to provide long-term mortgage financing for two existing restaurant buildings to be purchased in Richardson, Texas, and Bronx, New York, for a 15-year term at 8 percent. The bank capitalized net income of $58,609 (Richardson of $28,386 plus Bronx at $30,223) at 9 percent to obtain an economic value of $651,200, making this a 75-percent loan. No reproduction value was calculated. The loan was conditioned on physical inspection. Edward E. Lind, Vice President, recommended this loan.

On May 14, 1986, Edward E. Lind, now a Vice President of Eastland Bank in Woonsocket, explained that capitalization rates stay in the same range for a long period of time. The lease securing the loan provided pretty good credit. Acknowledging that III was in poor financial shape, he noted that there was a franchisee who knew how to, and would, manage the underlying restaurant. He contrasted the leasehold security with a straight loan on a restaurant like number 1, above. The latter is riskier—justifying a higher capitalization rate—because it is more management-intensive. Mr. Lind says he treated comparable number 3, discussed below, like the congressman's—the restaurant lease, guaranteed by a major restaurant chain, was security, justifying a capitalization rate of 8.75 percent. Mr. Lind said the 12.5 percent capitalization rate applied to loan number 4, below, was most likely due to the property being located in Pawtucket, Rhode Island, an area where general economic conditions were not good.

3. Request: March 21, 1972 (Conventional Motel and Restaurant Loan—$950,000—North Carolina).

The bank approved a $950,000 loan to provide permanent first mortgage financing for a conventional motel and restaurant in North Carolina for a 20-year term at 9.5 percent plus 0.5 percent of gross rents. The stockholders of the corporate borrower had considerable experience with motels, operating 14, but were not personally liable, though their combined net worth was about $1,400,000. The restaurant was leased from a major restaurant chain and the lease, guaranteed by the chain, was given as security to the bank. The restaurant chain's net worth was $32 million. Motel income was capitalized at 12 percent and restaurant income was capitalized at 8.75 percent to give a total economic value of $1,399,000, making this a 68-percent loan. Reproduction value calculated at

$1,376,000 made it a 69-percent loan. An independent appraisal valued the property as of June 30, 1971, at $1,407,000.

4. Request: May 9, 1972 (Retail Stores and Restaurant Loan—$145,000—Rhode Island).

The bank approved a $145,000 loan to finance the purchase of a building containing the loan applicant's existing restaurant (in business for 13 years) and certain other retail units plus certain lots of nearby land in Rhode Island for a 15-year term at 8 percent. The bank valued the land at $93,000 and the reproduction cost of the building (less depreciation) at $107,000. The bank considered net income, of $20,756 less interest on land, $7,440, to be $13,316. The bank then capitalized this at 12.5 percent to obtain economic value attributable to improvements to be $107,000. The bank added the land value of $93,000 to yield a total economic value of $200,000, making this a 73-percent loan. The bank also calculated reproduction value to be $200,000.

5 Request: October 3, 1972 (Fast Food Restaurant Loan—$135,000—Rhode Island). Also, Request: December 19, 1972 (Fast Food Restaurant Loan—$135,000).

The bank approved a $135,000 loan to provide first mortgage financing on a fast food restaurant in Rhode Island for a 15-year term at 8.5 percent. The bank capitalized net income of $16,200 at 9 percent to obtain an economic value of $180,000, making this a 75-percent loan. The bank also calculated reproduction value to be $180,000. On December 19, 1972, the bank extended the term of this loan to 18 years to coincide with the franchisor's long-term net lease. The loan's underwriting strength was based on the mortgagor that, in 1971, had sales in excess of $200 million and after-tax income in excess of $25 million.

6. Request: October 3, 1972 (Conventional Restaurant Loan—$200,000—Rhode Island).

The bank approved a $200,000 loan to provide first mortgage financing for a fast food restaurant in Rhode Island for a 15-year term at 8.5 percent. The bank capitalized net income of $21,760 at 8 percent to obtain an economic value of $272,000, making this a 74-percent loan. The bank calculated reproduction value to be $284,000, making this a 70-percent loan. The loan was underwritten on the basis that it did not exceed the land value of the restaurant site. The loan was also personally guaranteed.

7. Request: November 14, 1972 (Fast Food Restaurant Loan—$100,000—Rhode Island).

The bank approved a $100,000 loan to provide permanent leasehold mortgage financing on a fast food restaurant in Rhode Island for a 15-year term at 8.25 percent. The bank capitalized net income of $25,050 at 9 percent to yield an economic value of $228,000, making this a 44-percent loan. The bank also calculated reproduction value at $175,000, making this a 57-percent loan. The strength of the loan is that the mortgagor was guaranteeing the note. In 1971 the mortgagor had sales in excess of $270 million and after-tax income in excess of $25 million.

8. Request: March 13, 1973 (Restaurant Loan—$100,000—Rhode Island).

The bank approved a $100,000 loan to provide construction and permanent first mortgage financing for a restaurant in Rhode

Island for a 20-year term at 8.25 percent. The bank capitalized net income of $20,000 at 10 percent to yield an economic value of $200,000, making this a 50-percent loan. The bank also calculated reproduction value to be $200,000, making this a 50-percent loan. The mortgagor had personal net worth in excess of $1 million.

9. Request: November 20, 1973 (Conventional Restaurant Loan—$118,000—Rhode Island)

The bank approved a $118,000 loan to provide construction and permanent first mortgage financing for a proposed restaurant facility in Rhode Island for a 15-year term at 9 percent. The bank capitalized net income of $14,800 at 10 percent to yield an economic value of $148,000, making this a 79.7-percent loan.

By letter dated March 23, 1972, Edward E. Lind of Old Stone Bank notified Representative St Germain of approval of his application for a loan on the Richardson, Texas, IHOP only. Two relevant conditions were attached to the loan.

1. Annual operating statements for the IHOP were to be submitted to the bank within 90 days after the end of the restaurant's fiscal year; and

2. The bank required a first mortgage on all "furnishings, furniture, carpets, air-conditioning, and all other personality pertinent to the real estate." Apparently, this condition was later waived by the bank.

Representative St Germain agreed to the condition of the loan March 27, 1972.

On March 31, 1972, Old Stone Bank Vice-President Edward E. Lind and Associate Manager Stephen M. Bessett certified that the value of the Texas IHOP property was not less than $315,400. The valuation was made by capitalizing the $28,386 annual net rental to Representative St Germain at 9 percent.

The Crepe Trust indenture was amended April 7, 1972, to empower the trustee to purchase the Texas IHOP by investing $250,000 and executing the $236,550 note. Security Pacific National Bank approved the sale of the Richardson, Texas, IHOP by letter dated April 20, 1972.

Release of brokerage fee

A copy of the Texas IHOP purchase agreement dated April 7, 1972, shows the purchase price to be $250,000, $13,450 more than the asked price shown above. The agreement recites that William Halliwell, real estate broker, was responsible for the sale, and accordingly that the seller agreed that the purchase price be reduced 5 percent ($12,500) in consideration for which purchaser would pay Halliwell. As in the case of the Rhode Island IHOPs, Mr. William Halliwell swears he did not receive any commission. Thus, Representative St Germain actually paid only $237,500 for the property.

Leasehold agreement

By lease dated April 11, 1972, Representative St Germain leased the Texas IHOP to III for 20 years at a minimum annual rental of the greater of $30,000 or 5 percent of gross sales.

On or about July 7, 1972, Representative St Germain, by the Crepe Trust, purchased the Richardson, Texas, IHOP for "Total Consideration for Deed" of about $237,500, securing a note dated

April 24, 1972, for $236,550 in favor of Gulf Coast Investment Corporation, payable in monthly installments of $2,261.02 each through July 1, 1987.

The note states that it is secured by a vendor's lien from IHOP Corp. of Richardson, Texas, and a deed of trust on the real property. This note in turn was purchased by assignment to Old Stone Bank, which agreed to hold Michael Abatuno, trustee of the Crepe Trust, personally harmless on the note. Representative St Germain, also on April 24, 1972, assigned as collateral to Old Stone Bank his rights to receive rent from International Industries, Inc., under the master lease and the IHOP Corporation of Richardson, Texas, vendor's lien. The bank did not require Representative St Germain to execute a personal guaranty. Gulf Coast Investment Corporation (Gulf Coast) serviced the loan for Old Stone Bank.

Restructuring the loan

On April 5, 1977, William D. Taylor, Old Stone Bank Senior Vice President, submitted a recommendation to the bank's Executive Committee that Representative St Germain's loan be modified by increasing the interest rate to 8.5 percent and extending the loan amortization by 6 years to 16 years and 4 months. The remaining term was 10 years and 4 months, creating a balloon payment at the end of the term ($100,000 on July 1, 1987). Three days later Mr. Taylor wrote to Representative St Germain and told him that the Executive Committee had confirmed the verbal proposal made April 4, 1977, to extend the loan term at 8.5-percent interest, thus giving the congressman an increased cash flow of $5,545 per year.

The 8.5-percent rate appears reasonable. At the time, U.S. conventional mortgages being made averaged 8.95 percent and AAA-rated utilities were issuing bonds at 8.21 percent. (See *Board of Governors of the Federal Reserve, Annual Statistical Digest:* 1970–1979, 5. The weighted-average interest rate for long-term commercial and industrial loans in amounts from $100,000 to $999,000 was 8.37 percent for the week May 2 through 6, 1977. *Id.,* 160.)

On or about May 13, 1977, William D. Taylor prepared a report addressed to the bank's Board of Investment that "Mr. St Germain has requested * * *" the loan be extended to coincide with the original term of the lease to III, in effect extending the loan term from 15 to 20 years. Mr. Taylor noted the "serious financial problems" of III for the previous two or three years, but recommended the loan be extended as requested with a new loan rate of 8.5 percent—but only so long as Representative St Germain was the real party in interest.

Apparently, about May 23, 1977, Representative St Germain had a discussion with Mr. Barnes of Old Stone Bank and persuaded the bank to extend the loan term an additional 6 years to eliminate the balloon payment. Thus, the new loan's term was 16 years and 3 months.

Financial Disclosure Analysis

A. The 1978 Financial Disclosure Statement shows this obligation to Old Stone Bank in category V ($100,000 to $250,000). The staff's amortization of the recast loan reflects that as of December 1, 1978, the principal balance on the loan was approximately $178,987.50,

and as of January 1, 1979, was approximately $178,461.50, which is consistent with the categorization. This is also consistent with the Crepe Trust loan application to Florida Federal reflecting the obligation, as of January 1, 1979, to be $179,642.

B. The Financial Disclosure Statement for 1984 shows the obligation to Old Stone Bank in category E ($100,001 to $250,000). The amortization schedule for the loan as recast in May, 1977, shows that as of December 31, 1984, the principal balance owed was approximately $132,000. Thus, this categorization is proper.

C. The 1984 Financial Disclosure Statement shows this property with a fair market value in category C ($15,001 to $50,000). The congressman made this categorization on the basis of "net book value" suggested in the previously discussed Terry letter. Original cost of the Texas IHOP was $237,500. He allocated 62.3 percent, or $147,962.50, to improvements and depreciated it over 25 years ($5,918.50 per year—$2,964 in 1972). Thus, by year-end 1984, accumulated depreciation was $74,100. The recast mortgage balance year-end 1984 was $130,841 according to the congressman, $129,802.80 according to Committee staff.

The congressman calculated net book value as follows:

		Balance
Original cost	$237,500	
Less:		
Accumulated depreciation	74,100	$163,400
Mortgage balance	130,841	32,559

Thus, with a calculated fair market value of $32,559, the categorization is correct.

7. Rhode Island Hospital Trust National Bank (RIHT) Financing of 4340 Boston Post Road, Bronx, New York, IHOP

The *Wall Street Journal* reported that deed and mortgage records show that the Rhode Island Hospital Trust lent Representative St Germain $2,500 more than the $239,500 purchase price of a restaurant he bought in the Bronx borough of New York City. Documentation reviewed by the Committee establishes the $242,000 loan to have been $2,733 more than the purchase price of $239,267.

The congressman had, on February 22, 1972, sought 100-percent financing from Old Stone Bank for this IHOP at a "purchase price" of $251,850 and, although initially committed itself to the loan, Old Stone Bank ultimately declined it.

About March 1972 the congressman apparently approached RIHT for a loan to purchase this New York IHOP, and the bank discussed the proposition at a Loan Review meeting. However, details were not completed until about July 25, 1972.

The total cost to III of land and construction on the 4340 Boston Post Road, Bronx, New York, IHOP was $91,100 and $162,500, respectively, or a total of $253,600.

In January 1972 III was negotiating with a national real estate broker to purchase $21,000,000 worth of III property. By April 20, 1972, the broker offered to purchase nine New York pancake

houses, including the 4340 Boston Post Road, Bronx, New York, IHOP. The offer for this Bronx IHOP was $241,800, a 10-percent down payment, and an 11.5-percent constant net rental for 20 years with two 5-year renewal options. An April 29, 1972, letter reflects that the broker was expecting a 5-percent commission from III. This would have reduced proceeds to III by $12,090, lowering it to $229,710. By August 4, 1972, Jerry Fisher noted there had been a "change in plans" regarding this IHOP.

Apparently, a conversation was held July 24, 1972, between Robert W. Radway and Alden M. Anderson, Assistant Vice President, as representatives of RIHT, and Michael Abatuno as legal counsel representing the Crepe Trust.

Robert Radway, Aldern Anderson, Chester Barker, and Peter Toulmin, of RIHT, had "several meetings" with Michael Abatuno about the proposed loan. The loan was attractive to the bank because of the security afforded by the real estate mortgage, assignment of a 20-year lease by III, assignment of rents from the franchisee, and personal guarantee of the congressman and his wife. The bank noted that the franchisee showed excellent profits, "easily enough to cover rent payments." Radway capitalized $30,000 annual earnings from the III lease at 10 percent to obtain an approximate value of $300,000 and a bank loan of about 80 percent of the value.

By letter dated July 26, 1972, to Abatuno, the Crepe trustee, RIHT confirmed the July 24, 1972, conversation and the bank's commitment to loan the trust $242,000 at 8 percent for 15 years repayable at $2,312.67 monthly, secured by the Bronx IHOP. There was no loan application for this loan. For "commercial loans," it was not this bank's practice "to require a formal loan application to be executed by the Borrower."

A signed amendment to the Crepe Trust dated July 28, 1972, authorized the trustee to "invest" the trust estate in the acquisition of the Bronx IHOP in the sum of $251,860 and for the trustee to execute a $242,000 note to RIHT secured by a mortgage on the Bronx IHOP.

Five-percent brokerage fee

The purchase agreement between III and the trust for the Bronx IHOP, executed August 14, 1972, is for a purchase price of $251,860 with a $1,000 down payment placed into escrow.

The purchase agreement acknowledged that "William Halliwell, real estate broker, was responsible for said sale by seller to purchaser. Seller agrees that the purchase price shall be reduced by the amount of * * *" 5 percent in consideration of purchaser assuming the obligation to pay said broker directly. Committee staff found an unsigned, undated general release of claim for brokerage commission from William Halliwell in favor of III; Mr. Halliwell has no recollection of this transaction. The purchase price ($251,868) less 5 percent ($12,593) is $239,275. This contrasts with the earlier offer of $241,800 which, reduced by a 5-percent commission, would have netted III only $229,710.

Sale and Leaseback

By letter dated August 14, 1972, III, through Edward H. Resnick, Senior Vice President, requested SPNB's consent to sell this Bronx IHOP for a "gross purchase price" of $251,860 "before deduction of closing items." He recites that the book value of the property is $231,900. This is consistent with III's August 29, 1971, net book valuation of $239,700. Mr. Resnick represented to SPNB that the yearly rental during the 20-year term will be $30,223.20, net, net, net. This request was approved by letter dated August 28, 1972, in which SPNB gave its consent to the sale.

The underlying 20-year sublease required a $385 per week rental payment plus 10 percent of gross. An equipment lease and franchise fees were also payable. The sublessee and III subordinated their interest to the first mortgage of RIHT on about August 14, 1972. Effective on December 15, 1972, III assigned its right to rent from this sublease to the trust.

On or about December 15, 1972, Representative St Germain (through the Crepe Trust) purchased the New York property, securing a 15-year, 8-percent note dated December 15, 1972, for $242,000 in favor of the Rhode Island Hospital Trust National Bank, payable commencing January 15, 1973, at $2,312.67 per month. This note is personally guaranteed by Representative St Germain and his wife. As of December 15, 1972, the trust gave a collateral assignment of this lease to RIHT as security for its loan.

The trust opened a savings account with RIHT as a depository of rentals from the New York IHOP, from which RIHT could withdraw note payment funds without notice. This was envisioned by RIHT and the trust at the outset, July 26, 1972.

Restructuring the loan

By letter dated November 8, 1977, Alden Anderson, Senior Vice President of RIHT responded favorably to the congressman's request for a modification of the loan to extend it to the expiration date of the underlying lease.

By document dated September 21, 1977, the Crepe Trust and RIHT entered into an agreement to amend the terms of the December 15, 1972, note by (1) increasing the interest rate to 8.5 percent and (2) reducing the payment, commencing January 15, 1978, to $1,878.96, and extending the maturity date 5 years, from December 15, 1987, to December 15, 1992. No loan committee action was required to approve this agreement because no new funds were loaned.

Financial disclosure analysis

The Financial Disclosure Statement for 1984 shows this obligation in category E ($100,001 to $250,000). It appears that in the normal course of business, the original obligation would have been paid down to a principal amount of about $75,611 by December 31, 1983. However, the recast loan had an outstanding balance according to the congressman, of $134,521, so the categorization was correct.

The Financial Disclosure Statement for 1984 shows this property with a fair market value in category C ($15,001 to $50,000). The

congressman made this categorization on the basis of the "net book value" approach approved in the Terry letter. Original cost of the New York IHOP was $239,267. He allocated 64.1 percent, or $153,370.15, to improvements and depreciated them over 25 years ($6,134.81 per year—$511 in 1972). Thus, by year-end 1984, accumulated depreciation was $74,131. The recast mortgage balance year-end 1984 was either $134,521 or $130,205.50.

The congressman calculated net book value as follows:

		Balance
Original cost	$239,267	
Less:		
Accumulated depreciation	74,131	$165,136
Mortgage balance	134,521	30,615

Thus, with the fair market value calculation of $30,615, the categorization is correct. Using Committee staff calculations, and subtracting the $130,205.50 mortgage balance, this fair market value calculation becomes $34,930.50, making the categorization correct.

8. Marquette Credit Union Financing of 2526 University Boulevard West. Wheaton, Maryland, IHOP

The Wheaton, Maryland, IHOP restaurant first opened August 28, 1970. As of August 30, 1970, III had incurred land and construction costs of $277,638.

In 1972 Charles Leveille was president of the Marquette Credit Union located in the congressman's hometown of Woonsocket, Rhode Island. Since 1977, Mr. Leveille has had no association with the credit union. Mr. Leveille informed the Committee that Representative St Germain personally approached him as president of the credit union seeking a 100-percent loan to purchase the Maryland IHOP. Mr. Leveille told the congressman that neither he, Leveille, nor the Credit Committee had authority to approve a 100-percent loan of this size.

In a letter dated June 14, 1972, and written to the attention of Mr. Leveille, Michael Abatuno, Trustee of the Crepe Trust, enclosed both a general information sheet and an earnings statement of the Wheaton IHOP and requested a telephone call. The information sheet reflects the Wheaton IHOP's asking price of $293,940.

The next day, June 15, Mr. Abatuno wrote to the attention of the president of Marquette and applied for a $282,182.40 loan for the Crepe Trust to acquire the Wheaton IHOP at a total purchase price of $293,940. This sum was exactly the asking price shown on the III listing sheet. The letter stated the loan "will be" for 15 years at 8-percent interest. The loan is to be paid in monthly installments, secured by a first mortgage, assignment of lease, and collateral assignment of rents of the franchisee. This document was the only "loan application" received or considered by the credit union.

Two days later, at a special Saturday meeting, the Marquette Board Directors concurred with Mr. Abatuno's request for financing, agreeing to loan $283,000—$900 more than the amount requested—subject to certain conditions. This agreement was reflected in a June 19, 1972, letter from the president of Marquette to Mr.

Abatuno, which also states, "I have contacted your client today by phone and advised him of our decision." The minutes of the June 17, 1972, Board of Directors meeting reflect the recommendations of Directors Sheahan, Desaulniers, and DeRoche that the Crepe Trust loan be approved and the board's approval. At that meeting, two other substantial loans unrelated to the congressman were considered. One was approved; one was not. Mr. Leveille stated that, to his knowledge, the congressman never approached or put any pressure on any director to approve the loan.

Exertion of Influence

The first question is whether the congressman had the ability to use improperly the influence of his office to secure this loan. At the time, he was a member of the House Banking Committee and Chairman of the Subcommittee on Bank Supervision and Insurance. However, neither the Committee nor Subcommittee had any authority over this credit union. Marquette Credit Union was and still is a state-chartered and wholly state-regulated credit union. Accordingly, the Committee concludes that Representative St Germain had no such ability.

The next question which arises is whether the loan was sound from a banking point of view. If one considers the "real" purchase price of $278,000 ("selling price" minus 5 percent—see, discussion below regarding broker's commission), then rental income of $35,272.80 yields a 12.6-percent return on investment. If one considers the "unreduced" purchase price of $293,340, then annual rental income of $35,272.80 yields about a 12-percent return on investment. This capitalization at 12 percent was the same that Fleet National Bank made for the Providence and Cranston IHOPs. However, Old Stone Bank capitalized annual rent at 9 percent. Five months earlier, Old Stone Bank would have valued the property at $391,920 ($35,272 is 9 percent of $391,920), much higher than did this credit union. There is no indication of how RIHT capitalized annual rental of the Bronx IHOP, but its annual rental of $30,223.20 yields $335,813.33 value at 9 percent and $251,859.99 at 12 percent (with a $242,000 loan).

Five-percent brokerage fee

The purchase agreement provided that III would sell the Wheaton IHOP to the Crepe Trust for a purchase price of $293,340 ($1,000 deposit received simultaneously) reduced by 5 percent ($14,667) in consideration of the trust undertaking to pay a real estate broker's commission to William Halliwell.

Mr. Leveille stated that he recalled nothing about Halliwell or any brokerage commission but, that had the credit union known no commission was payable, increasing the loan to a 105-percent loan, it would have made no difference—the loan would have been made. Mr. Halliwell, under oath, has stated that he never heard of and had nothing to do with this transaction.

Sale and leaseback

By letter dated July 14, 1972, Jerry Fisher requested SPNB consent to the sale and leaseback of the Wheaton IHOP, reciting the purchase price to be $293,940 "before the deduction of closing

items" and the book value to be $274,800. The book value is consistent with III's August 29, 1981, book value of $280,400, which would, by July 14, 1986, have been approximately $275,000. By letter dated August 28, 1972, SPNB consented to the sale/leaseback.

By agreement dated February 28, 1973, Marquette obtained from III, the trustee, and the franchisee subordination of the Wheaton IHOP sublease, the equipment lease, and the franchise agreement.

On about March 7, 1973, Representative St Germain (through the Crepe Trust) purchased the Wheaton IHOP property for "Total Consideration for Deed" of $293,940. The Crepe Trust made a note dated February 28, 1973, for $283,000 in favor of Marquette Credit Union payable at $2,705.48 per month for 15 years. Representative St Germain and his wife personally guaranteed the loan.

Restructuring the loan

Mr. Leveille stated that the congressman personally contacted him and requested that payments be lowered so he would have money to pay his taxes. Leveille said that he, Leveille, unilaterally approved the extension because of the good payment record and loan security.

By letter dated April 22, 1975, Edgar Turcotte, Mortgage Officer of Marquette, requested the trust attorneys to have William Halliwell, trustee, excute a supplemental agreement modifying the terms of the note. Mr. Turcotte also by letter of the same date asked the congressman and his wife to acknowledge, as guarantors, the changes in the terms of the note, which they did as of April 25, 1975.

The changes were as follows:

(a) The term of the note was extended from 16 years to 18 years; and

(b) The monthly payment was reduced from $2,705.48 to $2,292.50, amounting to $27,510 total payment per year. This increased the congressman's cash flow by $4,955.76 per year.

Financial disclosure analysis

The 1983 Financial Disclosure Statement shows this property with a fair market value in catagory C ($15,001 to $50,000). By letter dated July 3, 1986, Representative St Germain provided an explanation for this categorizatioan on the basis of the Terry letter. The $279,243 cost was attributed on the basis of the III listing sheet, 51.9 percent to depreciable improvements ($153,555.50). This was depreciated over 25 years ($6,142.22 per year—$5,118 in 1972). Thus, at the end of 1983, the accumulated depreciation was $58,281. The congressman stated that the year-end mortgage balance payable was $178,901. He calculated the fair market value by subtracting the accumulated depreciation and the mortgage balance payable from the cost, to yield $42,061—category C.

The 1984 Financial Disclosure Statement shows this obligation in category E ($101,001 to $250,000). In the normal course of business, the original obligation would have been paid down by about $188,545 to about $94,454. However, records of Marquette Credit Union reflect the recasting as of April 1, 1975. Committee staff calculates the recasting to render the obligation to be $176,981. The categorization is correct.

The 1984 Financial Disclosure Statement shows this property with a fair market value in category D ($51,001 to $100,000). The congressman provided a basis for this categorization, as noted above. Thus, at the end of 1984, the accumulated depreciation was $63,661. The congressman stated that the year-end mortgage balance payable was $165,216. Thus, he calculated the fair market value by subtracting the accumulated depreciation and the mortgage balance payable from the cost, to yield $50,366—category D.

V. Legal Analysis

On the basis of the Committee's findings, several legal matters warrant consideration. These are discussed below.

A. Receipt of gift flights

The text of House Rule XLIII, clause 4, in effect at the time of the gifts of transportation, stated:

> A Member, Officer, or employee of the House of Representatives shall not accept gifts (other than personal hospitality of an individual or with a fair market value of $35 or less) in any calendar year aggregating $100 or more in value, directly or indirectly, from any person (other than from a relative of his) having a direct interest in legislation before the Congress or who is a foreign national (or agent of a foreign national). Any person registered under the Federal Regulation of Lobbying Act of 1946 (or any successor statute), any officer or director of such registered person, and any person retained by such registered person for the purpose of influencing legislation before the Congress shall be deemed to have a direct interest in legislation before the Congress.

As noted earlier, the Committee found that Representative St Germain violated the quoted Rule when he accepted a flight on May 7, 1980, from Florida Federal. The trip from Washington, D.C., to Orlando, Florida, was valued at $99. However, Representative St Germain had already accepted a gift flight in 1980 from that institution, also valued at $99, when he flew on March 19, 1980, from Washington, D.C., to St. Petersburg, Florida. It is clear that Florida Federal is an entity with a "direct interest in legislation" because it is federally regulated. Accordingly, by accepting the second gift flight in 1980, Representative St Germain violated the quoted Rule.

Having established the violation, the Committee next considered the most reasonable and appropriate course of action. It is readily apparent that the subject violation was a singular occurrence and not part of an overall pattern of improper acceptance not attended by mitigating circumstances or explanation. Furthermore, the monetary value of the gift was nominal—$99—and occurred over 6 years ago.

B. Attempted influence of the Federal Home Loan Bank Board

The investigation established that, in 1983, while Representative St Germain was chairman of the Committee on Banking, Finance and Urban Affairs, which had regulatory oversight of federally in-

sured savings and loan institutes and the Federal Home Loan Bank Board (Bank Board), Paul Nelson, a Banking Committee staff member, made telephone calls, apparently on behalf of the congressman, to Richard Pratt, then chairman of the Bank Board. Mr. Nelson's stated purpose for the calls was to check on the status of the Bank Board's deliberations regarding Florida Federal Savings & Loan's application to convert from a mutual to a stock ownership financial institution.

There is no evidence (or claim by the congressman) supporting a contention that Mr. Nelson's calls had a "constituency basis"—Representative St Germain is the congressman from the first congressional district of Rhode Island; Florida Federal is a Florida-based financial institution.

Similarly, there is no evidence (or claim by the congressman) supporting a contention that the calls were made on behalf of the congressman's long-time, close personal friend, Raleigh Greene, Jr., who was chairman of Florida Federal. Finally, there is no evidence directly linking Representative St Germain to Mr. Nelson's calls, although it would not be illogical to do so.

There is circumstantial evidence that the purpose of the calls might have been to expedite the Bank Board's processing of the conversion application in an effort to obtain approval during a particular time frame. While there was no evidence that any such effort was successful or otherwise influenced the ultimate agency disposition—the Bank Board's approval—the calls were made during a time when Representative St Germain was a depositor at Florida Federal. He stood to derive personal economic benefit from the ownership interest such deposit gave him. His ownership interest gave him the option to purchase shares immediately upon conversion. One could speculate that a motive for him seeking expedited conversion would be that it could give him the opportunity to purchase stock at a bargain price relative to the after-market for the stock. Conversions to stock institutions had resulted in substantial price increases after the initial offering in the then recent past. However, the Committee firmly believes that speculation about motive is not evidence. And, there is no direct evidence that the congressman had any such improper motive or for that matter, caused Mr. Nelson to make the calls.

In mid-1983, the congressman did purchase $30,000 worth of Florida Federal stock upon conversion. He failed to report this as a "transaction" in his 1983 Financial Disclosure Statement. See "Non-Reporting of Florida Federal Transaction" below.

In light of the above, the Committee believes it would be inappropriate to attribute improper action to an individual based solely on inference and speculation and, thus, does not reach this conclusion. Nevertheless, the Committee would admonish all Members to avoid situations in which even an inference might be drawn suggesting improper action.

C. Financial disclosure

The Preliminary Inquiry identified a number of instances in which Representative St Germain did not report at all or reported inaccurately his participation in certain financial transactions.

Undisclosed use of accrual versus cash basis accounting

Representative St Germain did not report a late payment penalty he received from III for rents due on the IHOP restaurants owned through the Crepe Trust. Specifically, a dispute arose between the Crepe Trust—Chales S. Sokoloff, Trustee—and III in 1977 because III was late paying its rent to the trust. That dispute was compromised by payment to the trust, in December 1977, of $20,000 representing late payment penalties. In the congressman's Financial Disclosure Statement filed pursuant to House Rule XLIV for the period from October 1, 1977, to December 21, 1977, he reported "Income from rental of commercial properties—$41,304.05."[8] In a May 1, 1978, press release, Representative St Germain stated that his annual gross rents from the IHOPs were $165,000—yielding $41,250 income per quarter. The Committee established the precise amount as $41,116.80, on the basis of its review of III records. The $20,000 compromise settlement was, thus, not reported. Fleet Bank records show the funds were received into the Crepe Trust account on December 16, 1977, and withdrawn December 20, 1977. By letter dated July 3, 1986, the congressman acknowledged cash receipts deposited by the Crepe trustee in the last quarter of 1977 amounted to $61,117. However, he said that since the $20,000 represented prior-period late payment penalties, he had reported on an accrual basis and not a cash accounting basis. Thus, he did not report the $20,000 because it was not cash income earned during that quarter. This explanation is not inconsistent with the instructions issued for the period—a "rule of reasonableness."

The Committee recognizes that cash and accrual accounting methods are available by which transactions can be reported. However, the undisclosed mixture of such methods is not in accordance with any generally accepted accounting principles. This is not to say that Representative St Germain's explanation is without merit in this unique instance. Indeed, the rationale for the nonreporting of the penalty payment is logical although it resulted in nondisclosure of the $20,000 income.

The Committee thus concludes that further action is not warranted on this issue but points out that the accounting method used by a filer must be clearly stated and consistently applied to all categories of disclosure.

Nonreporting of transaction

As noted above, Representative St Germain did not report at all, as a "transaction," his purchase in mid-1983 of $30,000 worth of Florida Federal Stock. In his Financial Disclosure Statement for calendar year 1983, he noted only a "Florida Federal holding," otherwise unidentified, in the $15,001 to $50,000 range. After the ambiguity of this was pointed out to him, the congressman filed an amended 1983 Financial Disclosure Statement on September 6, 1984, identifying the Florida Federal holding as "stock." In the congressman's 1984 Financial Disclosure Statement (filed May 29,

[8] The financial disclosure report for the last quarter of calendar year 1977 was unique. This report contained an instruction to users (which was included only in this report) that a "rule of reasonableness" should apply to the disclosure form.

1985), he disclosed in a footnote that he had acquired the stock upon conversion of the association, and that the acquisition "was intended to be temporary." He has never disclosed the purchase transaction by stating the date or category of value. Counsel for the congressman did not offer any plausible explanation for the non-reporting. This non-reporting violated House Rule XLIV and the Ethics in Government Act of 1978.

Inaccurately reported financial transactions

Related to the nonreporting matter are a number of instances in which Representative St Germain reported the value of a holding, transaction, or income incorrectly.

Beginning in 1968, House Rule XLIV required annual financial disclosure reports by Members, but only limited information from the reports was publicly disclosed. On March 2, 1977, the House of Representatives adopted a new financial ethics code by House Resolution 287, amending Rule XLIV. The first disclosure statement under the new code was due April 30, 1978, and covered the period from October 1 through December 31, 1977.

The House Select Committee on Ethics was established by House Resolution 383 on March 9, 1977, to implement the new ethics code. The Committee was authorized to define and clarify the ethics rules and to interpret application of the rules to specific factual situations. Donald F. Terry was selected as Staff Director of the Committee.

By letter dated December 13, 1977, to Members, the Select Committee on Ethics issued Advisory Opinion No. 12 interpreting the financial disclosure required by amended Rule XLIV and stating, in relevant part:

> With respect to business interests, the reporting individual need only disclose the category of value of his interest in the business and not the assets and holdings of the business itself. Since the value of holdings needs to be disclosed only within certain categories, an appraisal to determine the fair-market value should usually not be necessary. However, in those few instances where it is difficult to estimate even the category of value of an asset, the individual may use any generally recognized indication of value provided that the method of valuation is indicated on the disclosure form.

As previously discussed, on April 17, 1978, Representative St Germain wrote to Mr. Donald Terry. At that time the congressman inquired whether, for the purpose of filing Financial Disclosure Statements under Rule XLIV, he could report the "book value" of specific properties. "Book value" was defined to Mr. Terry as being arrived at by "taking the original cost, less accumulated depreciation, and subtracting that amount from the mortgages outstanding plus total current liabilities." [9]

[9] This definition of "book value" is not correct. "Book value" is cost less depreciation. "Net book value" is "book value" less encumberances (including mortgages), which is the method which Representative St Germain apparently did use for his holdings. To literally apply the formula submitted and approved by Mr. Terry, i.e. encumbrances less assets would almost always

Continued

The congressman relied upon his correspondence with Mr. Terry when he disclosed his property holdings. Critical to Representative St Germain's use of this approach is, as the Terry letter also pointed out, the situation in which a filer cannot "reasonably ascertain the fair market 'category of value.'"

During the period after 1979, when EIGA was in effect, this Committee issued instructions for filling out the required disclosure forms. The instructions stated, in relevant part, that "the 'methods of valuation' that may be used if the current value of an interest in property is not ascertainable without an appraisal, are as follows:

> Real property—
> (A) The purchase price and date of purchase; or
> (B) The assessed value for tax purposes, adjusted, if necessary, to reflect the fair market value if the assessed value is computed at less than 100 percent of market value.

If either of these two methods is used, exact purchase price or adjusted assessed value must be disclosed in lieu of a category of value.

> Personal property—
> (A) The book value of a corporation whose stock is not publicly traded;
> (B) The net worth of a business partnership;
> (C) The equity value of an individually owned business; or
> (D) The assessed value for tax purposes, adjusted if necessary, to reflect fair market value if the assessed value is computed at less than 100 percent of market value.
> The reporting individual may use any other recognized indication of value, provided that a full and complete description of the method used is included in the Disclosure Statement.

Representative St Germain consistently understated—by more than a million dollars—on his Financial Disclosure Statements the fair market value of his five International House of Pancakes restaurants (IHOPs). Specifically, for calendar years 1983 and 1984, the congressman's disclosure and reporting of his IHOP interests would lead an uninformed reviewer to the conclusion that those holdings, aggregated, had a fair market value of no more than $300,000. This stands in stark contrast to the real state of affairs: the true fair market value in 1983 and 1984 of these properties, aggregated, was between $1,490,861 and $2,091,233.

The "true market value" is calculated as follows. In December 1984, the congressman sold the Providence IHOP for $470,000. He retained four IHOPs. In his 1985 Financial Disclosure Statement, he reflects the fair market value of these four IHOPs by disclosing, as provided by EIGA, (a) their dates of purchase and cost (an aggregate of $1,020,861), and (b) their fair market value based on assessed value (an aggregate of $1,621,233).

Then existing (and present) Committee instructions for reporting real estate holdings of this type require a filer who cannot ascer-

---

result in negative "book value," which, under the congressman's approach to disclosure, would operate to preclude any reporting of the real estate assets.

tain, without an appraisal, the current value of an interest in real property, to disclose (a) the purchase price and date of purchase; or (b) the assessed value for tax purposes, adjusted, if necessary, to reflect the fair market value if the assessed value is computed at less than 100 percent of market value. The instructions further require that "[i]f either of these two methods is used, exact purchase price or adjusted assessed value must be disclosed in lieu of a category of value."

The Committee instructions regarding personal—as opposed to real—property provide that a filer could "use any other recognized indication of value, provided that a full and complete description of the method used is included in the Disclosure Statement."

The Committee accepts that the congressman simply made a good faith mistake that the Committee's instructions regarding personal property applied to real property as well. However, while Representative St Germain stated his method of reporting in his Financial Disclosure Statement for calendar years 1978 to 1982, this information was not stated in either his 1983 and 1984 Financial Disclosure Statements. No explanation has been offered for this failure to disclose method of reporting.

There appears to be questionable basis for the congressman's claim that he relied on advice given to him by the Staff Director of the Select Committee on Ethics in assigning categories of value for the IHOP's in 1978 through 1984. That advice was: "If you cannot reasonably ascertain the fair market 'category of value' of your interest in any property holding, you may use any recognized indicator of value provided that the method of valuation is indicated on the disclosure statement."

Prior to 1985, the congressman could have reasonably ascertained the fair market "category of value" because he had available to him the very same information regarding the fair market value of his IHOPs during the seven years from 1978 through 1984 that was available to him in 1985: (a) tax assessments reflecting fair market value, and (b) purchase dates and purchase prices. Consequently, in 1985, he possessed no more information than had been available to or known by him in prior years.

Moreover, the congressman's earlier ability to ascertain fair market "category of value" is evidenced by the fact that, on January 6, 1983, he stated on a mortgage application to Florida Federal Savings & Loan, a federally-insured financial institution, that the aggregate "present market value" of his five IHOPs was $1,815,400. This is $513,368 in excess of the aggregated purchase price. The $1,815,400 aggregate value is far more consistent with his 1985 Financial Disclosure Statement, as well as with the annual tax assessments available to him for the properties, than his disclosure of categories of value aggregating not in excess of $300,000.

Clearly, the Committee instructions and the Terry letter prohibited the congressman from further application of the "net book value" method once he knew the IHOPs' fair market value. As noted, it is apparent that Representative St Germain continued to use net book value, as erroneously described in the Terry letter, despite his January 6, 1983, loan application to Florida Federal in which he stated the five IHOPs' "present market value" was $1,815,400. The congressman has explained, "I used net book value for reporting my real estate holdings from 1977 through 1984 in

keeping with the enclosed written opinion of the staff director of the Ethics Committee at that time, Mr. Don Terry."

The Committee believes it is reasonable to conclude that the instances of incorrect valuation of the IHOPs in the post-January 1983 period in Representative St Germain's Financial Disclosure Statements were predicated on his continued use of "net book value" approach after January 6, 1983. The use of the "net book" value approach stemmed from Representative St Germain's position that the figures used in the loan application were based on the congressman's estimates of value and were not based on formal appraisals, nor were they intended to represent "fair market value." (Again, it should be noted that in his 1985 Financial Disclosure Statement, Representative St Germain was able to report the fair market category of value of his property interests without use of the "net book value" approach.) This undervaluation violated House Rule XLIV and the Ethics in Government Act of 1978.

The Committee identified a related problem in connection with Representative St Germain's sale, in December 1984, of the Providence IHOP.

The *Wall Street Journal* reported that on "December 31, [1984] the congressman sold his Providence, R.I. restaurant for $470,000, a nearly 59½% gain over the purchase price. . . . Land records indicate that Mr. St Germain probably cleared about $400,000 on the sale of the Providence restaurant."

The Congressman did, on or about December 31, 1984, sell the Providence IHOP for $470,000. His obligation to Fleet Bank was $144,898.70. When the obligation plus other closing costs were deducted, the congressman "cleared" $315,995.30.

The 1984 Financial Disclosure Statement reports income from "Real Estate (228 Meeting St., Providence, RI)" as a capital gain in category F ($50,001 to $100,000). The source of the income was not specified on the Financial Disclosure Statement. Apparently, a $5,000 deposit plus $40,995.30 cash was paid to the congressman on or before December 31, 1984. In addition, he received a hand-written, unsecured "Note" of the same date for $270,000 payable January 2, 1985, the next business day. The congressman has explained the basis for this categorization: "The capital gain from this transaction was reported in installments in proportion to the cash proceeds received in 1984 and 1985." On this stated basis, the $45,995.30 cash received in 1984 is incorrectly categorized—it should have been arguably category E ($15,000–$50,000). However, the congressman also received a $270,000 note on December 31, 1984. He did not report this note in his 1984 Financial Disclosure Statement despite its value to him as income, a transaction, or a holding of $270,000 value. Rather, he reported receipt of the money paying off the note in his 1985 Financial Disclosure Statement.

EIGA requires "a brief description, the date, and category of value of any * * * sale * * * during the preceding calendar year which exceeds $1,000 * * * in real property * * *," Sec. 102(a)(5)(A). The Committee's 1980 instructions recite that—

> The amount to be reported is the category of value of the * * * total sales price * * * and is not related to any capital gain or loss on the transaction. The description of each transaction should indicate whether the property was

purchased, sold, or exchanged, and include the date of the transaction. For example "30 percent interest in office building, 1100 North Main Street, Springfield, Va., sold on March 15, 1979, sales price Category of Value D."

The 1984 Financial Disclosure Statement shows the value of the sale of this property in category E ($100,001 to $250,000). This is incorrect. The value of the sale was $470,000 and, accordingly, should have been reported in category F (over $250,000). The Committee concludes the sale of the Providence IHOP was incorrectly reported due to the congressman's apparent perception that the sale was an installment transaction as opposed to what it was—his one-time receipt on December 31, 1984, of $470,000 value.

D. Other financial disclosure defect

School Street Associates. As noted earlier, Representative St Germain made $16,000 in loans to the School Street Associates during 1980–83. These loans, as "personal property" held for investment or the production of income, should have been but were not reported in any of his Financial Disclosure Statements as either transactions or holdings.

E. IHOP bank financing

The allegation that the congressman abused his office in obtaining favorable bank financing to acquire his five IHOPs was not proven. This conclusion is based on the Committee's analysis of relevant bank documentation and other comparable transactions and on interviews with persons involved. The IHOPS were sold on a "forced sale" basis at bargain prices; the loans were sound, thoroughly secured, and properly made from a banking point of view.

F. Possible misstatements to Federal or federally insured banks

Five IHOP purchase agreements were transmitted to Security Pacific National Bank, Old Stone Bank, Rhode Island Hospital Trust National Bank, and Industrial National Bank of Rhode Island (Fleet National Bank), all of which were insured by the Federal Deposit Insurance Corporation. Two of these banks also received copies of the release of claim for real estate commission for IHOP transactions.

As noted, the statement contained in each purchase agreement—"It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER"—was not correct. William Halliwell was not responsible for the sales.

The additional statement in each purchase agreement—"SELLER agrees that the purchase price shall be reduced by the amount of five percent (5%) of the purchase price on the sale of the premises * * * in consideration of the agreement of the PURCHASER, who hereby assumes the obligation to pay said broker directly"—is also at least partially incorrect. III did reduce the purchase price but for no consideration. Conversely, the congressman did not assume any obligation because no such obligation existed.

In addition, the statement contained in each purchase agreement reflecting the purported purchase price for each IHOP was misleading: each price was inflated by a 5-percent real estate broker-

age commission that had been anticipated by III.

Representative St Germain informed the Committee that the naming of a "broker of record, one who would forego commissions" was "discussed," presumably between the congressman and Jerry Fisher, as "[o]ne of the ways of implementing" the congressman's agreement with Fisher to purchase the IHOPs without a 5-percent brokerage commission. The congressman acknowledged, and Mr. Halliwell confirmed, that he asked Halliwell if he "could use his [Halliwell's] name and he consented."

The congressman did not sign the purchase agreements and he claims that he did not "actively participate in their preparation other than as stated above." Representative St Germain opined that it was his now-deceased attorney, Michael Abatuno, who "used a Rube Goldberg approach to implement a very simple understanding," perhaps because Abatuno "was a general practitioner and not a real estate specialist."

In this regard, the congressman claims he was a "neophyte" in real estate. The congressman informed the Committee, "No deception was intended and I am sure that all lenders were either fully aware of the details of the arrangement or not concerned since they were basing the loan more on the lease income rather than the purchase price."

The Committee considered whether the congressman knowingly made false statements for the purpose of influencing in any way the action of any of the involved federally insured banks. *See* 18 U.S.C. § 1014. In short, the Committee did not obtain any evidence establishing that this was, in fact, the intent when the misleading purchase agreements or broker releases were submitted to the banks, or that the statements were material.

VI. Recommendation

Based on its analysis of the transactions and allegations in question, the Committee concludes, as discussed earlier, that certain allegations were not sustained by clear and convincing evidence. With respect to those other matters in which instances of improper or inappropriate action were identified—specifically, the gift flight in 1980 exceeding the limit in House Rule XLIII, clause 4, and various reporting deficiencies on Financial Disclosure Statements (House Rule XLIV and the Ethics in Government Act of 1978)—the Committee concludes that the identified improprieties do not rise to such level warranting further action by this Committee. Nevertheless, in order to have as complete and accurate a public record as possible, the Committee believes that Representative St Germain should amend his prior Financial Disclosure Statements to correct the reporting deficiencies identified in this report and has directed him to do so pursuant to authority granted in section 105(a) of EIGA.

This report was approved by the Committee on April 9, 1987, by a vote of 12 yeas; 0 nays.

Statement Under Rule XI Clause 2(1)(3)(A) of the Rules of the House of Representatives

The Committee made no special oversight findings in this report.

EXHIBIT 1

NINETY-NINTH CONGRESS
JULIAN C. DIXON, CALIFORNIA, CHAIRMAN
ED JENKINS, GEORGIA
VIC FAZIO, CALIFORNIA
WILLIAM J. COYNE, PENNSYLVANIA
BERNARD J. DWYER, NEW JERSEY
ALAN B. MOLLOHAN, WEST VIRGINIA

FLOYD D. SPENCE, SOUTH CAROLINA
JOHN T. MYERS, INDIANA
JAMES V. HANSEN, UTAH
G. WILLIAM WHITEHURST, VIRGINIA
CARL D. PURSELL, MICHIGAN
GEORGE C. WORTLEY, NEW YORK
RALPH L. LOTKIN, CHIEF COUNSEL

U.S. House of Representatives
COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

WHEREAS The Committee on Standards of Official Conduct has been presented with evidence by its staff reasonably indicating that Representative Fernand St Germain's involvement in various financial transactions and acceptance of gifts (transportation) may have resulted in violation(s) of the Code of Official Conduct, or a law, rule, regulation or other standard of conduct applicable to his conduct in the performance of his duties or in the discharge of his responsibilities; and

WHEREAS, pursuant to Committee Rule 13, the Committee determines that the evidence presented by the staff of such alleged violation(s) merits further inquiry;

NOW THEREFORE BE IT RESOLVED, that this Committee conduct a Preliminary Inquiry in accordance with Rule 11(a) to determine whether such violation(s) occurred; and

BE IT FURTHER RESOLVED, that the Chairman and Ranking Minority Member may authorize and issue subpoenas, either for the taking of depositions or the production of records, and that all testimony taken by deposition or things produced by deposition or otherwise shall be deemed to have been taken, produced, or furnished in Executive Session; and

BE IT FURTHER RESOLVED, that Representative St Germain be immediately notified of this action and informed of his rights pursuant to the Rules of this Committee.

EXHIBIT 2

ORIGINAL

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Any Committee employee or U.S. Marshall

You are hereby commanded to summon Paul D. Vargas, Assistant Vice President and Custodian of Records, Security Pacific National Bank, 333 South Hope Street, Los Angeles, CA 90017

to be and appear before the Standards of Official Conduct Committee of the House of Representatives of the United States, of which the Hon. Julian C. Dixon is chairman,

and to produce the things identified on the attached schedule

in their chamber in the city of Washington, on Wednesday, May 21, 1986 Suite HT-2 Capitol, Washington, D.C. 20515, at the hour of 10:00 a.m. [redacted]; and he is not to depart without leave of said Committee.

Herein fail not, and make return of this summons.

Witness my hand and seal at the city of Washington, this 5th day of May 19 86

JULIAN C. DIXON, Chairman

Attest:

Ralph L. Lotkin, Staff Director, Chief Counsel

FLOYD D. SPENCE, Ranking Minority Member

If you have any questions, please contact Ralph Lotkin at 202-225-7103

ATTACHMENT TO SUBPOENA DUCES TECUM TO

Paul D. Vargas, Assistant Vice President

and Custodian of Records

SECURITY PACIFIC NATIONAL BANK

333 South Hope Street

Los Angeles, CA 90017

"International Industries, Inc." herein includes International House of Pancakes, Inc.; IHOP, Inc.; International House of Pancakes, Inc. and any and all of their predecessors, subsidiaries, and affiliates.

"Real estate" herein refers to real property on which an International House of Pancakes restaurant was situated, at the following locations:

(1) 228 Meeting Street, Providence, Rhode Island;

(2) 1045 Reservoir Avenue, Cranston, Rhode Island;

(3) 1010 South Central Expressway [Spring Valley Road], Richardson, Texas;

(4) 2526 University Boulevard, Wheaton, Maryland;

(5) 4340 Boston Post Road, Bronx, New York.

Unless otherwise specified, produce items generated during the period between January 1, 1972 and December 31, 1973.

I.

Credit Agreement and Security Agreement dated or entered into March 24, 1971, between International Industries, Inc. and Security Pacific National Bank, agent; and First Supplement to Credit Agreement dated as of August 29, 1971.

II.

Each request from International Industries, Inc. to Security Pacific National Bank for consent or permission to sell the real estate, and each response by Security Pacific National Bank to such request.

III.

All escrow closing instructions and exhibits which directed the escrow agent for the sale of the real estate to pay money or funds to Security Pacific National Bank, or its order, as well as any letters, correspondence, or amendments to such instructions or exhibits that direct the escrow agent to pay Security Pacific National Bank, or its order, a different amount of money or funds.

IV.

All cancelled checks, receipts, and other documents which evidence, reflect, or allude to amount of money or funds (i) disbursed from escrow, and (ii) realized or received by Security Pacific National Bank, or its order, upon the sale of the real estate.

EXHIBIT 3

ORIGINAL

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Any Committee employee or U.S. Marshal

You are hereby commanded to summon Milton Semer, Esq., 1150 Connecticut Avenue, Washington, D. C. 20036

to be and appear before the Standards of Official Conduct Committee of the House of Representatives of the United States, of which the Hon. Julian C. Dixon is chairman,

and to produce the things identified on the attached schedule

in their chamber in the city of Washington, on Monday, September 8, 1986 Suite HT-2 Capitol, at the hour of 10:00 a.m. and he is not to depart without leave of said Committee.

Herein fail not, and make return of this summons.

Witness my hand and seal at the city of Washington, this 28th day of August 19 86

JULIAN C. DIXON, Chairman

Attest:

RALPH L. LOTKIN, Chief Counsel

FLOYD D. SPENCE, Ranking Minority Member

ATTACHMENT

All checkbooks and passbooks maintained, cancelled checks, and bank, savings and loan, and brokerage account statements, received by Representative St Germain or by the Crepe Trust from January 1, 1971, to date.

EXHIBIT 4

ORIGINAL

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Any Committee employee or U.S. Marshal

You are hereby commanded to summon Brian P. Murphy, Esq., 1150 Connecticut Avenue, Washington, D. C. 20036

to be and appear before the Standards of Official Conduct Committee of the House of Representatives of the United States, of which the Hon. Julian C. Dixon is chairman,

and to produce the things identified on the attached schedule

in their chamber in the city of Washington, on Monday, September 8, 1986 Suite HT-2 Capitol, at the hour of 10:00 a.m.

~~then and there to testify touching matters of inquiry committed to said Committee~~; and he is not to depart without leave of said Committee.

Herein fail not, and make return of this summons.

Witness my hand and seal at the city of Washington, this

28th day of August 19 86

JULIAN C. DIXON, Chairman

Attest:

RALPH L. LOTKIN, Chief Counsel ~~Staff Director~~

FLOYD D. SPENCE, Ranking Minority Member

ATTACHMENT

All checkbooks and passbooks maintained, cancelled checks, and bank, savings and loan, and brokerage account statements, received by Representative St Germain or by the Crepe Trust from January 1, 1971, to date.

EXHIBIT 5

ORIGINAL

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Any Committee employee or U.S. Marshal

You are hereby commanded to summon Charles Sokoloff, c/o Hinckley, Allen, Tobin & Silverstein, 1500 Fleet Center, Providence, Rhode Island 02903

to be and appear before the Standards of Official Conduct Committee of the House of Representatives of the United States, of which the Hon. Julian C. Dixon is chairman, and to produce the things identified on the attached schedule

in their chamber in the city of Washington, on Monday, September 8, 1986 HT-2 Capitol, at the hour of 10:00 a.m. then and there to testify touching matters of inquiry committed to said Committee; and he is not to depart without leave of said Committee.

Herein fail not, and make return of this summons.

Witness my hand and seal at the city of Washington, this 28th day of August 19 86

JULIAN C. DIXON, *Chairman.*

Attest:

RALPH L. LOTKIN, Chief Counsel

FLOYD D. SPENCE, Ranking Minority Member

ATTACHMENT

All checkbooks and passbooks maintained, cancelled checks, and bank, and savings and loan statements received by the Crepe Trust from January 1, 1972, to date.

EXHIBIT 6

ORIGINAL

BY AUTHORITY OF THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF THE UNITED STATES OF AMERICA

To Any Committee employee or U.S. Marshal

You are hereby commanded to summon Bentley Tobin, Hinckley, Allen, Tobin & Silverstein, 1500 Fleet Center, Providence, Rhode Island 02903

to be and appear before the Standards of Official Conduct Committee of the House of Representatives of the United States, of which the Hon. Julian C. Dixon is chairman.

and to produce the things identified on the attached schedule

in their chamber in the city of Washington, on Monday, September 8, 1986 HT-2 Capitol, at the hour of 10:00 a.m.

~~then and there to testify touching matters of inquiry committed to said Committee~~; and he is not to depart without leave of said Committee.

Herein fail not, and make return of this summons.

Witness my hand and seal at the city of Washington, this 28th day of August 1986

JULIAN C. DIXON, Chairman.

Attest:

RALPH L. LOTKIN, Chief Counsel

LLOYD D. SPENCE, Ranking Minority Member

ATTACHMENT

All checkbooks and passbooks maintained, cancelled checks, and bank, and savings and loan statements received by the Crepe Trust from January 1, 1972, to date.

EXHIBIT 7

2135 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TEL. 202-225-4811

204 JOHN E. FOGARTY BUILDING
PROVIDENCE, RI 02903
TEL. 401-528-5200

TOLL FREE TELEPHONE
1-800-662-5110

Congress of the United States
House of Representatives
Washington, DC 20515

January 21, 1986

COMMITTEE ON FINANCE AND URBAN AFFAIRS
CHAIRMAN, SUBCOMMITTEE ON FINANCIAL INSTITUTIONS SUPERVISION REGULATION AND INSURANCE
RECEIVED
1986 JAN 23 AM 9 23
CLERK, HOUSE OF REPRESENTATIVES

mc

Honorable Julian C. Dixon
Chairman, Committee on Standards of
Official Conduct
House of Representatives
Washington, D.C. 20515

Dear Mr. Chairman:

It has been brought to my attention that an entry in my 1984 Financial Disclosure Report was lost in transition from page 1 to the continuation page concerning my speech to the Florida Council of 100. The entry should read as follows:

II. Gifts & Reimbursements

Florida Council of 100 - Miami, Fl., March 9, 1984

Please consider this letter my amendment to that Report.

Thank you for your consideration.

Sincerely,

Ferdand J. St Germain
Member of Congress

FJStG:jj

ST. GERMAIN, Ferdand J. (Amended)

HAND DELIVERED

UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1985

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn Building
(Mailing Address)

Washington, D.C. 20515

MC
(Office Use Only)

Check the appropriate box and fill in the blanks

☒ Member of the U.S. House of Representatives—District 1 State RI

☐ Officer or Employee—Employing Office _____

☐ Check if amended Statement

GENERAL INFORMATION

WHO MUST FILE AND WHEN:

● Each Member in office on May 15, 1986 must file a Financial Disclosure Statement on or before May 15, 1986.

● Any officer or employee of the Legislative Branch compensated at a rate equal to or in excess of the annual rate of basic pay in effect for grade GS-16, $61,296, as of January 1, 1985, for a period in excess of 60 days in calendar year 1985 shall file a Financial Disclosure Statement on or before May 15, 1986, if he or she continues to be such an officer or employee on May 15, 1986.

● Any employee of a Member who has been designated as a principal assistant for purposes of the Ethics in Government Act of 1978 and who performs the duties of his or her position for a period in excess of 60 days in calendar year 1985 shall file a Financial Disclosure Statement on or before May 15, 1986, if he or she continues to be such an employee on May 15, 1986.

WHERE TO OBTAIN ASSISTANCE: Committee on Standards of Official Conduct, U.S. House of Representatives, Room HT-2, Capitol Building, Washington, D.C. 20515. Telephone No. (202) 225-7103. Additional forms and instruction booklets may be obtained from the Committee office.

REPORTING INSTRUCTIONS

NOTE: Please read instructions carefully. Sign this form where indicated. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. For some categories of disclosure, a filer may attach a computer (or other) printout listing assets, such as investments, transactions, sales, etc. Such information may be obtained from financial investment (or other) organizations. In cases where such "printouts" are used, the material should be attached with an appropriate notation in the response area provided. Complete all parts. (If NONE, so indicate.) Please type or print.

REPORTING PERIOD: The period covered by this Disclosure Statement is calendar year 1985 unless otherwise indicated. *Gifts or reimbursements received during any period in the calendar year when the reporting individual was not a Member or employee need not be disclosed.*

I. SPOUSE AND DEPENDENT DISCLOSURE EXEMPTION

In general, the reporting individual is required to include financial information concerning his or her spouse or dependent children. However, in RARE CIRCUMSTANCES, WHERE ONE OR MORE FINANCIAL INTERESTS of a spouse or dependent child meets the three standards listed below, such interest need not be disclosed. Non-disclosure MUST be indicated by checking the space marked "YES". If all spousal and dependent children's financial interests are disclosed, "NO" should be checked in the space marked.

STANDARDS FOR EXEMPTION

(1) The item is the sole interest or responsibility of the spouse or dependent child, and the reporting individual has NO KNOWLEDGE of the item; and

(2) The item was not in any way, past or present, DERIVED FROM THE INCOME, ASSETS, OR ACTIVITIES of the reporting individual; and

(3) The reporting individual neither DERIVES, NOR EXPECTS TO DERIVE, any financial or economic benefit from the item.

NOTE: Only financial interests meeting the standards are exempted from disclosure, all other interests must be reported.

ARE YOU AWARE OF ANY INTERESTS IN PROPERTY OR LIABILITIES OF A SPOUSE OR DEPENDENT CHILD OR PROPERTY TRANSACTIONS BY A SPOUSE OR DEPENDENT CHILD WHICH YOU HAVE NOT REPORTED BECAUSE THEY MEET THE THREE STANDARDS FOR EXEMPTION? YES ☐ NO ☐

II. INCOME

GENERAL GUIDELINES:

EARNED INCOME is represented by earnings from employment, or personal efforts; such income when it exceeds $100 from any one source must be disclosed at Part II-A, as to its SOURCE, TYPE, AND GROSS AMOUNT. In reporting honoraria, do not include amounts accepted for actual travel and subsistence expenses for yourself and your spouse, or aide, and amounts paid or incurred for any agent's fees or commissions; the DATE OF RECEIPT must be indicated. Earned income by Members is LIMITED to 30% of the Congressional salary they receive in a calendar year. THE 1985 LIMIT FOR INCUMBENTS IS $22,467.49, and for MEMBERS SWORN IN ON JANUARY 3, 1985, $20,527.31. Earned income in excess of the limitation may be donated to any organization described in 26 U.S.C. 170(c). ANY honorarium, or other earned income, assigned to a charity (in whole or part) should be noted under "DISPOSITION".

EXCLUSIONS: Income from current U.S. Government employment need not be reported. Report the SOURCE, AND TYPE, but not the AMOUNT, of a spouse's earned income which exceeds $1,000. Income of a dependent child need not be reported.

For more information, see detailed Instruction Booklet at page 7

A. SOURCE	TYPE	AMOUNT	DISPOSITION
State of Rhode Island and Providence Plantations	Pension	3,300	

UNEARNED INCOME includes, but is not limited to, earnings derived from assets or investments such as interest, rents and dividends. Unearned income must be disclosed at Part II-B when it exceeds $100 in value from any source during calendar year 1985. The unearned income of a spouse or dependent child must also be reported under this part. Filer may use a computer printout or similar listing, if so desired. Only the category of value of such income need be disclosed. Category A—not more than $1,000; B—$1,001-$2,500; C—$2,501-$5,000; D—$5,001-$15,000; E—$15,001-$50,000; F—$50,001-$100,000; G—over $100,000

B. SOURCE	TYPE	CATEGORY
See Continuation Sheets: Pages 5 and 6		

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $5,000; B—$5,001-$15,000; C—$15,001-$50,000; D—$50,001-$100,000; E—$100,001-$250,000; F—over $250,000.

III. HOLDINGS

GENERAL GUIDELINES:

ASSETS: Stocks and bonds, real estate, savings accounts, and any other investment or property held for the production of income, during calendar year 1985, including business interests, that had a fair market value exceeding $1,000 as of the end of the year, must be reported by category of value. In listing the category of value of any item where it is difficult to determine an approximate fair market value, any recognized indication of value may be used provided that the method of valuation is included on the Disclosure Statement. (See Instruction Booklet at page 9 for methods of valuation.) In listing securities, the name of each company in which stock worth over $1,000 is held must be listed separately. In reporting real property holdings, a brief description of the property (such as number of acres and indication of any improvements), and its location should be included. Filer may use a computer printout or similar listing, if so desired.

TRUSTS: Except for assets held in a Qualified Blind Trust, described below, the holdings of and income derived from a trust or other financial arrangement in which a beneficial interest in principal or income is held by the reporting individual, his spouse, or any dependent children must be disclosed. (See Exclusions

EXCLUSIONS: Any deposits aggregating $5,000 or less in personal savings accounts as of the end of the year, and any personal liability owed to the reporting individual by a relative. A personal residence would not be reported UNLESS any part of the residence produces rental income. The cash value of a life insurance policy need not be reported. The reporting individual need only report the category of the amount of income received by him, his spouse, or dependents from: (1) a trust which was not created directly by such individual, his spouse, or any dependent, and with respect to which such individual, his spouse, and dependents have no knowledge of the holdings or sources of income of the trust; or (2) a "QUALIFIED BLIND TRUST," as defined in section 102(a)(2) of the Act. Such a trust must be approved by the COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT before it will be deemed a qualified blind trust under the Act. (Check the appropriate box below.)

DO YOU, YOUR SPOUSE OR DEPENDENT CHILD RECEIVE INCOME FROM OR HAVE A BENEFICIAL INTEREST IN A TRUST OR OTHER FINANCIAL ARRANGEMENT WHOSE HOLDINGS WERE NOT REPORTED BECAUSE THE TRUST IS A "QUALIFIED BLIND TRUST" OR OTHER EXCEPTED TRUST: YES ____ NO X

For more information, see detailed Instruction Booklet at page 8

IDENTITY	CATEGORY
See Continuation Sheets: Pages 7 through 10, inclusive	

IV. TRANSACTIONS

GENERAL GUIDELINES:

A brief description, the date, and category of value of any PURCHASE, SALE, OR EXCHANGE during calendar year 1985, which exceeds $1,000 in real property, stocks, bonds, commodities futures, or other forms of securities. The amount to be reported in disclosing transactions in real property or securities is the category of value of the total purchase price or total sales price, and is NOT related to any CAPITAL GAIN or LOSS on the transaction. INDICATE WHETHER THE PROPERTY WAS PURCHASED, SOLD, OR EXCHANGED.

EXCLUSIONS: Any purchase or sale of a personal residence, and any transactions solely by and between the reporting individual, his spouse, or dependent children.

NOTE: A computer printout may be attached to this form if it contains the information requested.

For more information, see detailed Instruction Booklet at page 10

BRIEF DESCRIPTION	DATE	CATEGORY
See Continuation Sheets: Page 11		

V. LIABILITIES

GENERAL GUIDELINES:

All personal obligations aggregating over $10,000 owed to one creditor AT ANY TIME during 1985, whether secured or not, and regardless of the repayment terms or interest rates, MUST be listed. The identity of the liability should include the name of the individual or organization to which the liability is owed, and the amount disclosed should be the category of value of the largest amount owed during the calendar year. Any contingent liability, such as that of a guarantor or endorser, or the liabilities of a business in which the reporting individual has an interest need not be listed.

EXCLUSIONS: Any mortgage secured by the PERSONAL RESIDENCE of the reporting individual or spouse (including a second residence or vacation home) that is NOT held for the PRODUCTION OF INCOME; any loan secured by a PERSONAL MOTOR VEHICLE, or household furniture or appliances, provided such loan does not exceed the purchase price of the item; and any liability owed to a relative.

For more information, see detailed Instruction Booklet at page 10

IDENTITY	CATEGORY
See Continuation Sheets: Page 12	

VI. GIFTS

GENERAL GUIDELINES:

The term "gift" means a payment, advance, forbearance, rendering, or deposit of money, or any thing of value, unless consideration of equal or greater value is received by the donor.

EXCLUSIONS: Gifts from relatives, and gifts of personal hospitality of an individual, and political campaign contributions need not be reported. Gifts with a value of $35 or less need not be aggregated towards the $100 or $250 disclosure threshold.

HOUSE RULE XLIII, clause 4, prohibits acceptance of gifts aggregating $100 or more in value from any source having a "direct interest in legislation" before the Congress, or from a foreign national. Thus, this disclosure requirement applies primarily to gifts from personal friends, constituents, and other individuals or groups that do not have a "direct interest in legislation".

For more information, see detailed Instruction Booklet at page 11

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION
None	

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION	VALUE
Kemper Open Pro-Am Charity Tournament	Golf Clothing and Accessories	295.66
Merrill-Lynch Golf Digest Pro-Am	Golf Clothing and Accessories	230.00
Senior Commemorative Golf Tournament		

VII. REIMBURSEMENTS

GENERAL GUIDELINES:

PART VII. includes items such as travel expenses provided in connection with a SPEAKING ENGAGEMENT or FACT-FINDING EVENT related to official duties, whether those expenses were REIMBURSED to the individual or PAID DIRECTLY by the sponsoring organization. Only a brief description of the itinerary and the nature of the expenses aggregating $250 or more in value received from any source during calendar year 1985, is required rather than exact dollar figures.

EXCLUSIONS: Travel-related expenses provided by federal, state, and local governments, or by a foreign government within a foreign country, and reimbursements paid from campaign funds, need not be reported.

For more information, see detailed Instruction Booklet at page 12.

The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during calendar year 1985.

SOURCE	BRIEF DESCRIPTION
See Continuation Sheets: Page 13	

VIII. POSITIONS

GENERAL GUIDELINES:

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

EXCLUSIONS: Positions held in any religious, social, fraternal, or political entities, and positions solely of an honorary nature.

For more information, see detailed Instruction Booklet at page 13.

POSITION	NAME OF ORGANIZATION
None	

IX. AGREEMENTS

GENERAL GUIDELINES:

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

For more information, see detailed Instruction Booklet at page 13.

DATE	PARTIES TO	TERMS OF AGREEMENT
None		

This Financial Disclosure Statement is required by the Ethics in Government Act of 1978, as amended (2 U.S.C. §701 et seq.). The Statements will be made available to any requesting person upon written application and will be reviewed by the Committee on Standards of Official Conduct. Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions (see 2 U.S.C. §706 and 18 U.S.C. §1001).

Signature	Date
John J. Jr. Cannon	5-15-86

WHERE TO FILE:

RETURN COMPLETED STATEMENT (WITH TWO COPIES) TO:

The Clerk, U.S. House of Representatives
Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515

EXTENSIONS: The Committee on Standards of Official Conduct may grant reasonable extensions of time for filing any Disclosure Statement. An extension request must be in writing, and should state the reasons the extension is necessary, and be directed to the Chairman of the Committee, Representative Julian C. Dixon.

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT FOR 1985

Hon. Fernand J. St Germain

Continuation Sheet

Part	SOURCE	TYPE	CATEGORY
II B	ARG '80	Limited Partnership Income	A
	Alleghany Beverage (IRA)	Capital Gain on Stock Sale	A
	City Savings	Interest on Cert. of Deposit	C
	Commerce Savings	Interest on Cert. of Deposit	B
	Eastland Savings Bank	Interest	A
	Echlin, Inc.	Capital Gain on Stock Sale	A
	Fireman's Fund (KEOGH)	Capital Gain on Stock Sale	A
	Florida Federal S&L (IRA)	Interest	A
	Florida Federal S&L	Dividend on Stock	A
	Four Seasons East Group	Limited Partnership Income	D
	GIT Govt. Money Market Fund	Dividend	D
	Gencorp (KEOGH)	Capital Gain on Stock Sale	B
	H&R Block	Capital Gain on Stock Sale	A
	Integrated Cattle	Limited Partnership Liquidation Distribution	A
	Jerrico	Capital Gain on Stock Sale	A
	Mercury Savings Assn.	Interest on Cert. of Deposit	B
	Parkview Associates	Limited Partnership Income	E
	Rhode Island Hospital Trust	Interest	A
	Rhode Island Housing & Mortgage Bonds	Interest	E

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT FOR 1985

Hon. Fernand J. St Germain

Continuation Sheet

Part	SOURCE	TYPE	CATEGORY
II B	Sandpiper Key Condominium Unit 205 Englewood, FL	Gross Rents	E
	Sea Containers (KEOGH)	Capital Gain on Stock Sale	A
	Seaco (KEOGH)	Capital Gain on Stock Sale	A
	Shearson Daily Dividend, Inc.	Dividend from Money Market Fund	C
	School Street Associates	Limited Partnership Income	F
	Tribune Co.	Capital Gain on Stock Sale	A
	Village Square Condominium Unit 104 Titusville, FL	Gross Rents	D
	F.W. Woolworth & Co.	Capital Gain on Stock Sale	A
	Wright Patman Congressional Federal Credit Union	Interest	A
	International House of Pancakes 1045 Reservoir Ave., Cranston, R.I.	Rents	E
	International House of Pancakes 2526 University Blvd., Wheaton, MD	Rents	E
	International House of Pancakes 1010 South Central Expressway, Richardson, TX	Rents	E
	International House of Pancakes 4340 Boston Post Road, Bronx, NY	Rents	E
	International House of Pancakes 228 Meeting Street, Providence, R.I.	Capital Gain (Final Installment on 1984 Sale)	G

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain

Continuation Sheet

Part	Source	Category
III	Allied Research (stock)	A
	Alleghany Beverage (stock)(IRA)	A
	Anheuser - Bush Co. (stock)	B
	Arkla Inc. (stock)(IRA)	A
	Civil Service Pension Fund	D
	Commerce Savings (Cert. of Deposit)	D
	Conrac Corporation (Stock)	B
	Eastland Savings Bank	A
	Echlin, Inc. (stock)	B
	Enerserv Products, Inc. (stock)	A
	Fireman's Fund (stock)(KEOGH)	B
	Florida Federal S&L (stock)	C
	Florida Federal S&L (saving a/c)(IRA)	A
	GIT Govt. Money Market Fund	B
	Gencorp (stock)(KEOGH)	B
	Gulf & Western (stock)(KEOGH)	A
	H&R Block (stock)	B
	IT&T (stock)	B
	Jerrico (stock)	B
	Multimedia, Inc. (stock)(IRA)	A
	ORFA Corp. of America (stock)	A
	Owens Corning Fiberglass (stock)(KEOGH)	B
	Polaroid (stock)(KEOGH)	A
	Sea Containers (stock)(KEOGH)	B
	Seaco (stock)(KEOGH)	A
	Shearson Daily Dividend Inc. (money market fund)	B
	Storer Communications (warrants)	B
	Syntex Corporation (stock)	A
	Time Inc. (stock)	B
	Tribune (stock)	B
	U.S. Air Group Inc. (stock)	B
	F.W. Woolworth & Co. (stock)	B
	Cole Industries (bond)	A
	Rhode Island Housing & Mortgage Bonds	F
	School Street Associates (Limited Partnership Interest)	C
	*	
	**	

* For other real estate holdings and partnership interests in partnerships holding real estate, see pages 8 and 9.

** For other partnership interests, see page 10.

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain
Continuation Sheet

Part III

SOURCE	DATE ACQUIRED	PURCHASE PRICE	CURRENT ASSESSED VALUE	DESCRIPTION
Real Estate Holdings:				
International House of Pancakes 1045 Reservoir Avenue, Cranston, R.I.	03/07/72	$250,154(1)	$241,000	lot improved with restaurant facility leased to International House of Pancakes (IHOP)
International House of Pancakes Spring Valley Road Richardson, TX	07/10/72	$237,500(1)	$339,620	23,133 sq. ft. lot improved with restaurant facility leased to IHOP
International House of Pancakes 2526 University Blvd., Wheaton, MD	03/07/73	$293,940(1)	$547,280(2)	10,370 sq. ft. lot improved with restaurant facility lease to IHOP
International House of Pancakes 4340 Boston Post Road, Bronx, NY	12/15/72	$239,267(1)	$493,333(3)	15,000 sq. ft. lot improved with restaurant facility leased to IHOP
Alachua Hills Land Trust	12/23/80	$ 34,000		38% beneficial interest in land trust owning unimproved acreage being developed as 65 residential lots in Alachua Hills, Florida
Four Seasons East Group	01/02/71	$ 400		2% limited partnership interest of partnersh owning apartment building located at 26 Arth Street, East Providence, Rhode Island
Parkview Associates	06/30/76	$ 7,500		15% limited partnership interest of partner-ship owning apartment buildings in Pawtucket R.I.
One Financial Place Limited Partnership	03/01/84	$164,156(1)		0.178% of limited partnership interest of p nership owning office building in Chicago, I
Los Angeles Gateway Limited Partnership	12/31/83	$100,000(1)		0.431% of limited partnership interest of p nership owning two office buildings in Los Angeles, CA

(1) Financed all or portion of purchase price - see liabilities schedule at page 12.
(2) Assessed value of $208,880 represents 38% of fair market value.
(3) Assessed value of $222,000 represents 45% of fair market value.

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain

Continuation Sheet

Part III

SOURCE	DATE ACQUIRED	PURCHASE PRICE	DESCRIPTION
Hamilton Associates	06/25/82	$ 76,184(1)	0.162% of limited partnership interest of partnership owning office building in Peapack, N.J.
Landvest Properties	02/28/72	$ 30,000	30 units of limited partnership interest of partnership owning various parcels of unimproved land throughout the New England region.
Mann & Kerr Trust	02/19/82	$ 12,331	1.4925% beneficial interest in land trust owning unimproved land parcels on Twigg Street in Tampa, Florida.
E.B. Porter Trust	06/23/82	$ 46,399	5% interest in land trust owning 5 parcels of land in Hillsborough County, Florida consisting of 4 unimproved parcels of 18, 44, 18 and 11 acres, respectively and of 1 parcel in Tampa, Florida improved by a parking lot.
Unit 205, 1451 Beech Road, Englewood, FL	01/17/83	$190,000(1)	rental residential condominium unit in Sandpiper Key Condominium
Unit 104, Building 1, Titusville, FL	02/01/84	$ 47,900(1)	rental residential condominium unit in Village Square Condominium

(1) Financed all or portion of purchase price - see liabilities schedule at page 12.

72

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain

Continuation Sheet

Part III

SOURCE	DATE ACQUIRED	PURCHASE PRICE	DESCRIPTION
Other Partnership Investment Holdings:			
Comcast Cable Investors L.P.	6/10/82	$ 15,000	.0988% limited partnership interest of partnership owning cable systems serving St. Claire Shores, Michigan and Corinth, Mississippi
Health Services Partners	6/28/83	$138,383*	2 units of limited partnership interest of partnership owning property at 140 East 125th Street, New York, NY

* Financed all or portion of purchase price - see liabilities schedule at page 12.

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT FOR 1985

Hon. Fernand J. St Germain

Continuation Sheet

PART	DESCRIPTION	Date	Transaction	Category
IV	Alleghany Beverage (IRA)(stock)	04/24/85	Purchase	A
	Alleghany Beverage (IRA)(stock)	12/19/85	Sale	A
	Arkla (IRA)(stock)	04/08/85	Purchase	A
	Anheuser-Bush Co. (stock)	12/05/85	Purchase	B
	Echlin, Inc. (stock)	10/23/85	Purchase	B
	Echlin, Inc. (stock)	12/09/85	Sale	B
	Fireman's Fund (KEOGH)(stock)	10/23/85	Purchase	B
	Fireman's Fund (KEOGH)(stock)	12/12/85	Sale	B
	Florida Federal S&L (stock)	05/30/85	Sale	C
	Gencorp (KEOGH)(stock)	04/24/85	Purchase	B
	Gencorp (KEOGH)(stock)	10/30/85	Sale	B
	Gulf & Western (KEOGH)(stock)	10/23/85	Purchase	A
	H&R Block (stock)	11/01/85	Purchase	B
	H&R Block (stock)	12/24/85	Sale	B
	IT&T (stock)	08/06/85	Purchase	B
	IT&T (stock)	11/01/85	Sale	B
	Jerrico (stock)	09/05/85	Purchase	B
	Jerrico (stock)	11/29/85	Sale	B
	ORFA Corp. of America (stock)	08/29/85	Purchase	A
	Multimedia, Inc. (IRA)(stock)	12/19/85	Purchase	A
	Owens Corning Fiberglass (KEOGH)(stock)	12/12/85	Purchase	B
	Poloroid (KEOGH)(stock)	04/24/85	Sale	A
	R.I. Housing & Mortgage Bonds (bond)	01/10/85	Purchase	E
	Sea Containers (KEOGH)(stock)	04/25/85	Sale	B
	Seaco (KEOGH)(stock)	05/03/85	Sale	A
	Storer Communications (warrants)	04/24/85	Purchase	B
	Storer Communications (warrants)	04/26/85	Sale	B
	Syntex Corp (stock)	12/17/85	Purchase	A
	Time Inc. (stock)	08/09/85	Sale	B
	Time Inc. (stock)	11/26/85	Purchase	B
	Tribune Co. (stock)	11/21/85	Purchase	B
	Tribune Co. (stock)	12/24/85	Sale	B
	F.W. Woolworth Co. (stock)	04/24/85	Purchase	B
	F.W. Woolworth Co. (stock)	09/12/85	Sale	B
	International House of Pancakes 228 Meeting Street, Providence, R.I. (real estate)	01/02/85	Final Installment on 1984 Sale	F

ETHICS IN GOVERNMENT - FINANCIAL DISCLOSURE STATEMENT FOR 1985

Hon. Fernand J. St Germain

Continuation Sheet

Part	IDENTITY OF CREDITOR	CATEGORY
V	Gulf Coast Investment Corporation, Houston, TX, servicing agent for Old Stone Bank, Providence, R.I. (International House of Pancakes, Richardson, Texas)	E
	Fleet National Bank, Providence, R.I. (International House of Pancakes, Cranston, R.I.)	E E
	Rhode Island Hospital Trust, Providence, Rhode Island (International House of Pancakes, Bronx, N.Y.)	E
	Marquette Credit Union, Woonsocket, R.I. (International House of Pancakes, Wheaton, Md.)	E
	Florida Federal S&L, St. Petersburg, FL (Sandpiper Key Condominium)	E
	Old Stone Bank, Providence, R.I. (Village Square Condominium)	C
	One Financial Place Limited Partnership	E
	Los Angeles Gateway Limited Partnership	D
	Hamilton Associates	C
	Health Services Partners	D

ETHICS IN GOVERNMENT-FINANCIAL DISCLOSURE STATEMENT
Hon. Fernand J. St Germain

Continuation Sheet

Part VII

SOURCE	DATE/LOCATION	DESCRIPTION
New York Fed. Home Loan Bank	Jan. 24-28 / San Juan, PR (Cong. & Mrs.)	Transportation, Food, Lodging, Entertainment
Florida Council of 100	Feb. 22 / Miami, Florida	Transportation, Food, Lodging
Securities Industry Assn.	April 4, 5 / New York, New York	Food, Lodging
Sun Banks	April 19-21 / Orlando, Fl (Cong. & Mrs.)	Lodging, Food, Entertainment
New England S&L League	Sept. 5, 6 / The Balsams, NH (Cong. & Mrs.)	Transportation, Food, Lodging, Entertainment
Arizona Bankers	Oct. 3-6 / Phoenix, AZ	Transportation, Food,Lodging
No. Carolina S&L Assn.	Oct. 21 / Ashville, NC	Transportation, Food, Lodging
Anthony for Congress Comm.	Nov. 17 / Little Rock, AR	Transportation, Food, Lodging

2104 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TEL. 202-225-4911

204 JOHN E. FOGARTY BUILDING
PROVIDENCE, RI 02903
TEL. 401-528-5050

TOLL FREE TELEPHONE
1-800-662-6110

Congress of the United States
House of Representatives
Washington, DC 20515

BANKING, FINANCE AND
URBAN AFFAIRS COMMITTEE

CHAIRMAN, SUBCOMMITTEE ON FINANCIAL
INSTITUTIONS SUPERVISION,
REGULATION AND INSURANCE

August 12, 1986

MC

Honorable Julian C. Dixon, Chairman
Honorable Floyd Spence, Ranking
Minority Member
Committee on Standards of Official Conduct
HT-2, The Capitol
Washington, D.C. 20515

Re: Amendment to 1977 through 1985
Financial Disclosure Statements

Dear Colleagues:

I hereby amend my Financial Disclosure Statements for the years 1977 through 1985 to report the honoraria set forth on the attached list. I did not receive any of the honoraria, but, rather, requested that they be paid directly to worthy charities.

The reason I did not report these on my Financial Disclosure Statements is because Section 102(a)(i)(A) of the Ethics in Government Act of 1978 requires me to disclose:

> "...the source, date and amount of honoraria from any source received during the preceding calendar year aggregating $100 or more in value."

Since I did not "receive" the honoraria, there did not appear to be any need to report them. If I was, for example, making a speech before an organization that would normally pay an honorarium of, say, $1,000, I would inform them of my policy of not accepting honoraria, and I would ask them to donate an equivalent amount to a charity or charities. The concept that an honorarium diverted to charity is not an honorarium "received" is also consistent with the statute limiting the amount of honoraria, 2 U.S.C. Section 441 i, and the regulations of the Federal Elections Commission.

I should also add that I have never made any secret of the honoraria. My policy in this respect has been well publicized.

During the course of my current campaign for reelection, a question was raised whether these charitable donations were required to be reported in the Financial Disclosure Statements. Rather than debate the definition of "received", I prefer to amend my disclosure statements, and I shall include all such matters in my future statements.

Very truly yours,

Fernand J. St Germain

12/21/77	Mutual Savings Banks	$2,000.00

4/28/78	Credit Union National Association	$ 700.00

2/15/79	American Bankers Association	$ 500.00
4/11/79	Securities Industry Association	1,000.00
4/09/79	National Association of State & Local Supervisors	1,000.00
4/21/79	National Savings and Loan League	2,000.00
5/15/79	Natl. Assn. of Mutual Savings Banks	2,000.00

06/25/80	Independent Bankers Association	$ 1,000.00
09/07/80	Florida Bankers Association	1,500.00
11/30/80	Savings Banks Assn. of New York State	1,000.00

1981

9/10/81	Securitiy Industry Association	$2,750.00
9/15/81	Natl. Assn. of Mutual Savings Banks	1,500.00
9/29/81	Cooperative League of the USA	500.00
10/14/81	Investment Company Institute	2,000.00
11/20/81	Savings Banks Association of New York	500.00
11/30/81	Boston U. Center for Banking Law	500.00

1982

02/23/82	National Savings and Loan League	$3,500.00
03/10/82	U.S. League of Savings Institutions	2,000.00
03/30/82	National Association of Realtors	2,500.00
04/30/82	Citicorp	3,000.00
05/05/82	Manufactured Housing Institute	500.00
05/17/82	National Assn. of Mutual Savings Banks	2,000.00
09/16/82	Savings Banks Assn. of New York State	2,250.00
11/17/82	U.S. League of Savings Institutions	2,000.00
12/03/82	Securities Industry Association	2,000.00
12/13/82	Rhode Island League of Savings Institutions	1,000.00

01/07/83	South Carolina Bankers	$2,000.00
01/24/83	National Assn. of Home Builders	2,500.00
02/08/83	Mortgage Bankers Association	2,000.00
02/14/83	E.F. Hutton	2,000.00
10/19/83	California League of Savings Institutions	1,250.00
11/30/83	National Fraternal Congress	1,500.00
12/01/83	Savings Banks of New York State	1,000.00
12/13/83	American Express Company	2,000.00

1984

01/13/84	Salomon Brotners	$2,000.00
03/03/84	Association of Reserve City Bankers	2,500.00
06/13/84	National Leased Housing Association	3,000.00
09/29/84	New England League of Savings Institutions	1,000.00
11/15/84	New York Savings Banks *	2,000.00

*Footnote: Travel and lodging for this speech was erroneously reported in the Financial Disclosure for 1984 as for the Securities Industry Association.

03/19/85	Manufactured Housing Institute	50,000.00
06/25/85	Insurance Association of Connecticut	1,000.00

UNITED STATES HOUSE OF REPRESENTATIVES

HAND DELIVERED Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1984

FORM A—For use by Members, officers, and employees

Fernand J. St Germain
(Full Name)

2108 Rayburn Building
(Mailing Address)

Washington, D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks.

☐ Check if amended Statement.

☐ Member of the U.S. House of Representatives—District 1 State R.I.

☐ Officer or Employee—Employing Office _____

Note: Please read instructions carefully. Sign that form on the reverse side. Attach additional sheets if needed, identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type and amount of income (including honoraria *and date received*) aggregating $100 or more in value received from any source during calendar year 1984. Exclude income from current U.S. Government employment. *Do not include here income reported in part I-B below.*

SOURCE	TYPE	AMOUNT
State of Rhode Island and Providence Plantations	Pension	3,300.00
Christian Science Publishing Society, Boston, MA	Article	100.00

B. The source, type, and category of value of income from *dividends, interest, rent, and capital gains* received from any source during calendar year 1984 which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001-$2,500; C—$2,501-$5,000; D—$5,001-$15,000; E—$15,001-$50,000; F—$50,001-$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
APG 'BC	Cash Distrib.	A
Commercial & Rental Properties	Receipts	G
Enersery (stock)	Interest	A
Florida Federal Savings & Loan (IRA	Interest	A
Four Seasons Ent.	Cash Distrib.	E
Government Investors Trust (MMF	Dividend	E
Landvest Properties	Cash Distrib.	A
Lightnouse Hill Associates	Cash Distrib.	A
Parkview Associates	Cash Distrib.	E
Polorgia Stock	Interest	A

(see continuation sheet)

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food, or entertainment* aggregating $250 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION
Thrift Industry Bank Conf. Boca Raton, FL (Cong. & Mrs.) 1/18/84	Trans. Food, Looging & Entertainment
Home Loan Bank Brd of NY, San Juan, PR (Cong & Mrs.) 2/8/84	

(see continuation sheet)

B. The source, brief description, and value of all other gifts aggregating $100 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION	VALUE
Lemper Open Pro-Am Golf Tournament Bethesda, Md. 5/26/84	Tournament Gifts	230.72

C. The source and a brief description of reimbursements aggregating $250 or more in value received from any source during calendar year 1984.

SOURCE	BRIEF DESCRIPTION

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$15,000; C—$15,001–$50,000; D—$50,001–$100,000; E—$100,001–$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during calendar year 1984 in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Alachua Hills (Subdivision, ltd. bnfcry-land trust, undeveloped land Gainesville, Florida	C
ARG '80 Coal Program (ltd. ptnrshp) Perry County, KY	A
Allied Research (stock) NASDAQ Exchange	B
Cole Industries (bond) lighting fixtures company, Providence, RI	A
Comcast Cable (ltd. ptnrshp-cable TV co.) 1 Belmont, Bala-Cynwyd, Pa.	E
Darnell Associates (ltd. ptnrshp-coal production, Laurel, KY	A
Enersery (stock) American Stock Exchange	A
Florida Fed S&L (stock) NASDAQ Exch. (see Footnote #1 on Continuation Sheet #2)	C
Four Seasons East (ltd. ptnshp-real estate/apt. bldg) 26 Arthur Ave East Providence, RI	C
Government Investors Trust (MMF), Washington, D.C.	C
Hamilton Associates (ltd. ptnrshp-office/commercial bldgs), Peapack-Lambstone, New Jersey	C
Health Services Partners (ltd. ptnrshp-health care facility) 140 East 125th Street, New York, New York	C
Landvest Properties (ltd. ptnrshp-real estate) 14 Kirby Street, (loc. throughout New England) Boston, MA	E

(see continuation sheet)

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during calendar year 1984.

IDENTITY	CATEGORY
Gulf Coast Investment Corporation, Houston, Texas	E
Fleet National Bank, Providence, RI	E
R.I. Hospital Trust, Providence, RI	E

(see continuation sheet)

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during calendar year 1984 which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Purchased: One Financial Place (ltd. ptnrshp-commercial building) Lasalle Street, Chicago, IL	3/28/84	C
Purchased: Village Square (condo) rental property, Unit 104, Building 1, Titusville, Florida	2/01/84	C

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
None	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreements or arrangements with respect to future employment, leave of absence during period of government service, continuation of payments by a former employer other than the U.S. Government, and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
None		

VIII. ADDITIONAL INFORMATION

A. Are any assets or any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the tests available for exemption? (See Instructions) YES ____ NO X

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO X

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature

Date: May 29, 1985

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Fernand J. St Germain
(Name)

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable)		
IB (cont.)	E.B. Porter Trust:	Cash Distrib.	F
	R.I. Housing & Mortgage Bonds	Interest	E
	Sea Container (stock)	Interest	A
	Shearson/Lehman Amer. Exp. (MMF)	Dividends	B
	Woonsocket Savings & Trust (savings acct.)	Interest	A
	Wright Patman Cong. Fed. Credit Union (checking acct.)	Interest	A
	Integrated Cattle	Cash Distrib.	A
	Real Estate (228 Meeting St., Providence, RI	Carital Gain	F
IIA (cont)	Assn. of Reserve City Bankers, Boca Raton, FI - 3/3/84 (Cong & Mrs)	Trans Food, Lodg, & Enter.	
	Securities Inqustry Assn., Hilton, Head,SC May 6, 1984 (Cong & Mrs.)	"	"
	Federal Home Loan Bank of Dallas & Boston., Nantucket, MA 7/27/84 (Cong & Mrs.)	"	"
	New England League of Savings Inst., Balsams, NH, 9/27/ 84 (Cong. and Mrs)	"	"
	Savings Bank Assn. of NY, Boca Raton, FL (Cong and Mrs.) 11/14/84	"	"
	Securities Industry Conv. Boca Raton, FL 11/25/84	"	"
	Merrill Lynch Golf Digest Commemorative Pro-Am Newport, RI 7/24/84 (Cong & Mrs.	Food, Lodging & Tournament	
	Kemper Open Pro-Am Golf Tourn., Bethesda, Mc. 5/28	Tournament	
III (cont)	Lightnouse Hill Assoc. (ltd. ptnrshp-coal prdctn. Hart Hollow, Whitley Co., KY		A
	Los Angeles Gateway (ltd. ptnrshp-real est/off blogs. Los Angeles, CA		C
	Mann & Kerr Trust, ltd. bnfcry-cmmcl property, Twiqq Street, Tampa, Florida		B
	Parkview Associates, (Ltd. ptnrshp-apt. blogs., Pawtucket, RI		C
	Polaroid (stock) New York Stock Excnange		A
	One Financial Place (ltd ptnrshp-commcl bigs., Lasalle St., Chicago, IL		C
	R.I. Housing and Mortgage Bonds		E
	Sandpiper Key Condo (condo) 1451 Beach Rd., Englewood, FL		A
	Sea Container (stock) New York Stock Excnange		B
	Shearson/Lehman Amer. Exp. (MMF		D
	Trinity Assoc. (Ltd. ptnrshp-coal prdctn) Indian Creek, Owsley County, KY		A
	Village Square, Unit 104, Bloc. 1, Titusville, F		B
	Real Estate (1045 Reservoir, Cranston, RI		C
	Real Estate (2526 University Blvd. Wheaton, Md		C
	Real Estate (Spring Valley Rd., Richardson, Tx		C
	Real Estate (4340 Boston Post Road, Bronx, NY		C
	Real Estate (228 Meeting Street, Providence, RI)		D
	E. B. Porter Trust(Ltd. benfcry-land trust-undev. land/real estate)Adj to Gunn Highway in Hillsborough Co. Tampa FI		C

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Fernand J. St Germain
(Name)

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable)	
IV (cont)	Marquette Credit Union, Woonsocket, RI	E
	Florida Federal S&L, St. Petersburg, FL	E
	Landmark Union Trust, St. Petersburg, FL	C
	R.I. Federal S&L, St. Providence, RI	C
V (cont)	Sold: Real Estate (228 Meeting Street, Providence, RI)	E
	E.B. Porter Trust Transactions:	
	Purchase: Real Estate (N. of Gunn Highway in Hillsborough Co., FL)July, 1984	A
	Sold: Real Estate (Normandie Road one quarter mile south of Gunn Highway in Hillsborough Co., Fl) February, 1984	B
Footnote #1	Stock was acquired during the conversion of the association from mutual to stock ownership under statutory rights of existing depositors to exercise options to buy shares in the new stock corporation. The acquisition was intended to be temporary and my entire interest in the association was sold on May 22, 1985. The sale of the stock is not reflected in the disclosure from since it occurred after the end of the calendar year and normally would not be reported until next year.	

GPO : 1987 O - 43-111

NINETY-NINTH CONGRESS
JULIAN C. DIXON, CALIFORNIA, CHAIRMAN
ED JENKINS, GEORGIA
VIC FAZIO, CALIFORNIA
WILLIAM J. COYNE, PENNSYLVANIA
BERNARD J. DWYER, NEW JERSEY
ALAN B. MOLLOHAN, WEST VIRGINIA

FLOYD D. SPENCE, SOUTH CAROLINA
JOHN T. MYERS, INDIANA
JAMES V. HANSEN, UTAH
D. WILLIAM WHITEHURST, VIRGINIA
EARL D. PURSELL, MICHIGAN
GEORGE C. WORTLEY, NEW YORK
JOHN M. SWANNER, STAFF DIRECTOR

U.S. House of Representatives

COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

May 1, 1985

Honorable Fernand J. St Germain
U.S. House of Representatives
2108 Rayburn House Office Building
Washington, D. C. 20515

Dear Colleague:

This is in reply to your letter of April 30 requesting an extension of time for filing your Financial Disclosure Statement pursuant to the Ethics in Government Act of 1978.

Since House Rules require that the Disclosure Statements filed by Members be compiled and printed as a public document by July 1, 1985, it is essential that the Statements be filed well in advance of that date. Accordingly, based on the reasons expressed in your letter, we hereby grant an extension of the filing due date from May 15 until May 31, 1985.

The Committee staff is available to answer any questions relating to the Financial Disclosure Statements.

Sincerely,

Julian C. Dixon
Chairman

Floyd D. Spence
Ranking Minority Member

cc: Office of Records
and Registration

FERNAND J. ST GERMAIN
1ST DISTRICT, RHODE ISLAND

2108 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515
TEL.: 202-225-4911

304 JOHN E. FOGARTY BUILDING
PROVIDENCE, R.I. 02903
TEL.: 401-528-5080

R.I. TOLL FREE TELEPHONE
1-800-662-8110

Congress of the United States
House of Representatives
Washington, D.C. 20515

CHAIRMAN,
BANKING, FINANCE AND
URBAN AFFAIRS COMMITTEE

CHAIRMAN, SUBCOMMITTEE ON FINANCIAL
INSTITUTIONS SUPERVISION,
REGULATION AND INSURANCE

April 30, 1985

Honorable Julian C. Dixon
Chairman
Committee on Standards
of Official Conduct
U.S. House of Representatives
Washington, D.C. 20515

Dear Mr. Chairman:

For personal reasons I request a two-week extension of the May 15 filing deadline under which I must submit a Financial Disclosure Statement to the Committee on Standards of Official Conduct.

Your favorable response to this request would be appreciated.

Sincerely,

Fernand J. St Germain

RECEIVED

FERNAND J. ST GERMAIN
1ST DISTRICT, RHODE ISLAND

2129 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
TEL. 202-225-4511

204 JOHN E. FOGARTY BUILDING
PROVIDENCE, R.I. 02903
TEL. 401-528-5050

R.I. TOLL FREE TELEPHONE
1-800-662-5110

Congress of the United States
House of Representatives
Washington, D.C. 20515

May 15, 1984

CHAIRMAN
BANKING, FINANCE AND
URBAN AFFAIRS COMMITTEE

CHAIRMAN, SUBCOMMITTEE ON FEDERAL
INSURANCE SUPERVISION,
REGULATION AND INSURANCE

HAND DELIVERED

Honorable Benjamin Guthrie
Clerk of the House of Representatives
Washington, D.C. 20515

Dear Mr. Guthrie:

I have discovered an error on the Financial Statement filed earlier today. Please amend my Statement to reflect a change in the date under Section II, Gifts and Reimbursements to read:

National Assn. of Home Builders (Houston, Tx. 1/24/83)

Thank you for your assistance.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:jj

RECEIVED
1984 MAY 15 PM 8 47

UNITED STATES HOUSE OF REPRESENTATIVES

HAND DELIVERED Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1983

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn Building
(Mailing Address)

Washington, D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks. ☒ Check if amended Statement.

☒ Member of the U.S. House of Representatives—District 1 State R.I.

☐ Officer or Employee—Employing Office _____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Goverment employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
State of Rhode Island and Providence Plantations	Pension	2,417.00

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during the preceding calendar year which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
Commercial & Rental Properties	Receipts	G
Commonwealth of Puerto Rico Bonds	Interest	A
E.B. Porter Trust	Interest	A
Government Investors Trust (MMF)	Dividend	A
Land Vest Properties	Cash Distrib.	D
Midway Airlines (Stock)	Capital Gain	B
Parkview Associates	Cash Distrib.	E
R.I. Port Authority Bonds	Interest	A
R.I. Turnpike & Bridge Authority Bonds	Interest	A
R.I. Turnpike & Bridge Authority Bonds	Capital Gain	C
(see continuation sheet)		

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
So. Carolina Bankers (Charleston, S.C., Congressman & Mrs. St G 1/7/83)	Trav., Lodg., Food & Ent. Date and place noted
(see continuation sheet)	

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
none		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
none	

(OVER)

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $5,000; B—$5,001-$15,000; C—$15,001-$50,000; D—$50,001-$100,000; E—$100,001-$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY		CATEGORY
Alachua Hills (lmtd bnfcry-land trust/undeveloped land)	Alachua City, Fla.	C
ARG '80 Coal Program (limited partnership)	Perry County, Kentucky	A
Allied Research (stock)	Concord, Mass.	A
Cole Industries (bond) (lighting fixtures co.)	Providence, R.I.	A
ComCast Cable (limited partnership-cable television company)		B
E.B. Porter Trust (lmtd bnfcry-land trust/undeveloped land)	Tampa, Fla.	C
EnerServ Products (stock)	El Paso, Texas	A
Florida Federal S&L (stock)	St. Petersburg, Florida	C
Four Seasons East (lmtd real estate partnrshp-apartment buildings)		A
26 Arthur Avenue, E. Providence, R.I.		
Government Investors Trust (MMF)		B
Hamilton Associates (lmtd prtnrshp-off/cmrcl bldgs)	Peapack-Lambstone, N.J.	C
Health Services Partners (lmtd prtnrship-health care facility)		C
140 West 125th St., New York, New York		
Integrated Cattle (lmtd prtnrshp-cattle breeding)	Houston, Texas	A
Landvest Properties (lmtd prtnrshp-undeveloped land)	14 Kirby Street,	B
Boston, Mass. (located throughout New England)		
(see continuation sheet)		

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
Gulf Coast Investment Corporation	E
Fleet National Bank	E
Fleet National Bank	E
(see continuation sheet)	

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION		DATE	CATEGORY
Health Services Partners (purchased)	(see above)	8/28/83	C
Los Angeles Gateway (purchased)	(see above)	11/22/83	C
Sandpiper Key (purchased) 1451 Beach Rd., Englewood, Fla.		1/17/83	A

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
none	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
none		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions)
YES ____ NO ____

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions)
YES ____ NO ____

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature	Date
	September 6, 1984

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain
(Name)

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable)		
I. B. (cont'd.)	R.I. Housing and Mortgage Bonds	Interest	D
	Shearson American Express (MMF)	Dividend	B
	Wright Patman Cong Fed Credit Union	Dividend	A
	Florida Federal (IRA)	Interest	A
	Shearson American Express (Keogh) MMF	Dividend	A
II. A. (cont'd.)	Nat'l Assn of Home Builders (Houston, Tex. 1/24/83) Trav.,Lodg.,Food & Ent.		
	Calif. S&L League (Phoenix, Ariz. 9/19/83) Dates and places noted		
	American Express (Phoenix, Ariz. 12/8/83)		
	Savings Banks (NYC 12/1/83)		
	J.C. Penney (Largo, Fla. 12/6/83)Cong. & Mrs.		
	Merrill Lynch (Newport, RI 7/13/83)Cong. & Mrs.		
	Home Loan Bank of NY (Puerto Rico 2/8/83)		
	Independent America Corp (Dallas, Tex. 10/22/83)		
III. (cont'd.)	Los Angeles Gateway (lmtd prtnrshp real estate-off bldgs)		A
	950 West 190th St., 19191 So. Vermont Ave., Torrance, CA		
	Parkview Associates (lmtd prtnrshp-apartment buildings)		A
	180 Parkview Drive, Pawtucket, R.I.		
	Polaroid (stock)		A
	Darnell Associates(lmtd prtnrshp-coal prdctn)Laurel Cnty, KY		A
	Lighthouse Hill Assoc.(lmtd prtnrshp-coal prdctn)		A
	Hart Hollow, Whitley Cnty, KY		
	R.I. Housing & Mortgage Bonds		E
	Shearson American Express (MMF)		C
	Sea Container (stock)		A
	Mann & Kerr Trust (lmtd bnfcry-real estate/parking lot)		B
	Twigg Street, Tampa, Fla.		
	Trinity Assoc. (lmtd prtnrshp-coal prdctn) Indian Creek,		A
	Owsley County, KY		
	Sandpiper Key (condo) 1451 Beach Rd., Englewood, Fla.		A
	Real Estate (1045 Reservoir, Cranston, RI)		C
	Real Estate (2526 University Blvd, Wheaton, Md)		C
	Real Estate (228 Meeting Street., Providence, RI)		D
	Real Estate (Spring Valley Rd., Richardson, TX)		C
	Real Estate (4340 Boston Post Rd., Bronx, NY)		C
IV. (cont'd.)	R.I. Hospital Trust		E
	Marquette Credit Union		E
	Florida Savings and Loan		E
	People's Bank		C
	Landmark Union Trust		C
V. (cont'd.)	Sold: Commonwealth of Puerto Rico Bonds (1/18/83)		A
	R.I. Port Authority Bonds (1/18/83)		A
	R.I. Turnpike & Bridge Authority (5/11/83)		A
	Midway Airlines (7/26/83)		A

HAND DELIVERED UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1983

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn Building
(Mailing Address)

Washington, D.C. 20515

1984 MAY 15 AM 9 44

MC

(Office Use Only)

Check the appropriate box and fill in the blanks. ☐ Check if amended Statement.

☐ Member of the U.S. House of Representatives—District 1 State R.I.

☐ Officer or Employee—Employing Office ____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type and amount of income (including honoraria *and date received*) aggregating $100 or more in value received from any source during calendar year 1983. Exclude income from current U.S. Government employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
State of Rhode Island and Providence Plantations	Pension	2,417.00

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during calendar year 1983 which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
Commercial & Rental Properties	Receipts	G
Commonwealth of Puerto Rico Bonds	Interest	A
E. B. Porter Trust	Interest	A
Government Investors Trust	Dividend	A
Land Vest Properties	Cash Distrib.	D
Midway Airlines	Capital Gain	B
Parkview Associates	Cash Distrib.	E
R.I. Port Authority Bonds	Interest	A
R.I. Turnpike & Bridge Authority Bonds	Interest	A
R.I. Turnpike & Bridge Authority Bonds	Capital Gain	C

(see continuation sheet)

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION
So. Carolina Bankers (Charlestor, S.C., Congressman & Frs. Stg 1/7/83)	Tra., Lodg, Food & Ent.
National Assn of Home Builders (Phoenix, 2/8/83)	Date and place noted

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION	VALUE
none		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during calendar year 1983.

SOURCE	BRIEF DESCRIPTION

III. HOLDINGS

The identity and category of value of any interest in property held during calendar year 1983 in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Alachua Hills	C
ARG '80 Coal Program	A
Allied Research	A
Cole Industries	A
ComCast Cable	B
E. E. Porter Trust	C
EnerSery Products	A
Florida Federal	C
Four Seasons East	A
Government Investors Trust	B
Hamilton Associates	C
Health Services Partners	D
Integrated Cattle	A
LandVest Properties	B
Los Angeles Gateway	A
Parkview Associates	A
Poloroid	A
Parnell Associates	A
(see continuation sheet)	

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during calendar year 1983.

IDENTITY	CATEGORY
Gulf Coast Investment Corporation	E
Fleet National Bank	E
Fleet National Bank	E
(see continuation sheet)	

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during calendar year 1983 which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Health Services Partners (Purchased)	6/28/83	C
Los Angeles Gateway (Purchased)	11/22/83	C
Coddington Wharf (Purchased)	7/11/83	A
Sandpiper Key (Purchased)	1/17/83	A
(see continuation sheet)		

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
none	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
none		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES ____ NO X

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO X

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions. (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature	Date
	May 14, 1984

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain
Name

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable		
I (Cont)	R.I. Housing and Mortgage Bonds	Interest	D
	Shearson American Express	Dividend	B
	Wright Patman Cong. Fed. Credit Union	Dividend	A
	Florida Federal	Interest	A
	Shearson American Express (Keogh)	Dividend	A
II (Cont)	American Express (Phoenix 12/8/83)	Tra., Lodg., Food & Ent.	
	Savings Banks (NYC 12/1/83)	Dates and place noted.	
	J.C. Penney (Largo, Fla. (12/6/83)		
	Merrill Lynch (Newport, RI 7/13/83)(Cong. & Mrs.)		
	Home Loan Bank of NY (Puerto Rico 2/8/83)		
	Independent America Corp. (Dallas 10/22/83)		
III (Cont)	Lighthouse Hill Associates		A
	R.I. Housing & Mortgage Bonds		F
	School Street Associates		A
	Shearson American Express		C
	Sea Container		A
	Tampa Legal Services		B
	Trinity Associates		A
	*Real Estate (1045 Reservoir, Cranson, RI)		C
	*Real Estate (2526 University Blvd. Wheaton, Md)		C
	*Real Estate (226 Meeting Street, Providence, RI)		D
	*Real Estate (Spring Valley Rd., Richardson, TX)		C
	*Real Estate (4340 Boston Post Rd., Bronx, NY)		C
IV (Cont)	R. I. Hospital Trust		E
	Marquette Credit Union		E
	Florida Savings and Loan		E
	People's Bank		C
	Landmark Union Trust		C
V (cont)	Sold: Commonwealth of Puerto Rico Bonds (1/16,83)		A
	R.I. Port Authority Bonds (1/18/83)		A
	R.I. Turnpike & Bridge Authority (5/13/83)		A
	Midway Airlines (7/26/83)		A

UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1982

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn House Office Building
(Mailing Address)

Washington, D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks. ☐ Check if amended Statement.

☒ Member of the U.S. House of Representatives—District 1 State R I

☐ Officer or Employee—Employing Office _____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during calendar year 1982. Exclude income from current U.S. Government employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
Legal Fees	fees	7,000.00
Baltimore Sun	article	125.00

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during calendar year 1982 which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
ComCast	Interest	A
Wright Patman Cong. Federal Credit Union √	Interest	A
Commercial Alliance	Dividend	A
√Shearson, American Express	Dividend	C
√Government Investors Trust	Dividend	C
Land/Vest	Cash Distribution	B
√Puerto Rico Bonds	Interest	A
R.I. Port Authority Bonds √	Interest	A
R.I. Hsg. & Mtg. Bonds √	Interest	E
Commercial Properties* √	Rental Receipts	G
ARG '80 Coal Program	Cash Distribution	A

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION
Citicorp Executives (4/30/82--to New York)	Travel expenses to address meeting (date and place noted)
Nat'l Assn. Mutual Savings Banks (5/17/83-- to Atlanta)	
U.S. League of Fin. Inst. (1/17/82 -- to New Orleans)	
Securities Industry Assn. (12/3/83 -- to Boca Raton, Fla.)	

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION	VALUE
None		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during calendar year 1982.

SOURCE	BRIEF DESCRIPTION
None	

*If [illegible]

NOTE: I or Parts III, IV, and V below, indicate Category of Value, as follows. Category A—not more than $5,000; B—$5,001–$15,000; C—$15,001–$50,000; D—$50,001–$100,000; E—$100,001–$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during calendar year 1982 in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Alachua Hills	C
ARG '80 Coal Program	C
Cole Industries	A
Comcast Cable	B
Commonwealth of P.R. Bonds	B
EnerSery Products	B
Four Seasons	C
Government Investors Trust	C
Hamilton Associates Purchased 6-25-82	B
Land/West Properties	B
Lichthill Hill Associates	C
Midway Airlines	B
Polaroid	A
E.E. Porter Trust	C
Premier Angus	A
R.I. Hsg. & Mortgage Bonds	E
R.I. Port Authority Bonds	B
Sea Container	A

(see continuation page)

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during calendar year 1982.

IDENTITY	CATEGORY
**Industrial National Bank	E
**Industrial National Bank	E
**Rhode Island Hospital Trust	E

(see continuation page)

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during calendar year 1982 which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
~~Sold: Commercial Alliance (preferred stock)~~	~~5/25/82~~	~~A~~
~~Sold: Commercial Alliance (common stock)~~	~~5/25/82~~	~~B~~
~~Sold: Commercial Alliance (common stock)~~	~~6/3/82~~	~~B~~
Purchased: Comcast Cable	6/10/82	B

(see continuation page)

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
None		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES ____ NO X

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO X

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature: [signature]

Date: May 16, 1983

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain
(Name)

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable)		
			Category
III (con't)	Shearson, American Express		C
	Trinity Associates		C
	*Real Estate (1045 Reservoir, Cranston, RI)		C
	*Real Estate (2526 University Blvd., Wheaton, Md.)		C
	*Real Estate (228 Meeting Street, Providence, RI)		D
	*Real Estate (Spring Valley Rd., Richardson, Tex.)		C
	*Real Estate (4340 Boston Post Rd., Bronx, NY)		C
	*Value of real estate arrived at by using net book value less mortgage balances.		
			Category
IV (con't)	Old Stone Bank		E
	Marquette Credit Union		E
	**These are the mortgages on which payments are made from the rental receipts disclosed under 1B of this report.		
		Date	Category
V (con't)	Purchased: Hamilton Associates	6/25/82	B
	Purchased: Midway Airlines	12/9/82	B
	Purchased: Trinity Associates	3/31/82	C
	Purchased: E.B. Porter Trust	6/23/82	C

UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1981

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn House Office Building
(Mailing Address)

Washington, D.C. 20515

1982 MAY 17 AM 9:46
U.S. HOUSE OF REPRESENTATIVES
OFFICE OF THE CLERK

(Office Use Only)

Check the appropriate box and fill in the blanks.

☐ Check if amended Statement.

☒ Member of the U.S. House of Representatives—District ____ State ____

☐ Officer or Employee—Employing Office ____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during calendar year 1981. Exclude income from current U.S. Government employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
NONE		

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during calendar year 1981 which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
Commercial Alliance	Dividend	A
Shearson, American Express	Dividend	D
Government Investors Trust	Dividend	D
Land/Vest	Cash Distribution	B
Puerto Rico Bonds	Interest	A
R.I. Port Authority Bonds	Interest	A
R.I. Hsg. & Mtg. Bonds	Interest	D
Commercial Properties	Rental Receipts	G

(It is from these rental receipts that the mortgage payments are made to the financial institutions holding said mortgages on these properties. Title to these properties is held in the name of Irene Trust.)

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food, or entertainment* aggregating $250 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION
Savings Banks Assoc. of New York State	Travel expense for self to New York to address meeting on 11/20/81

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION	VALUE
None		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during calendar year 1981.

SOURCE	BRIEF DESCRIPTION
None	

STANDARDS OF OFFICIAL CONDUCT
RECEIVED
1982 MAY 18 AM 11:1

(over)

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $5,000; B—$5,001–$15,000; C—$15,001–$50,000; D—$50,001–$100,000; E—$100,001–$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during calendar year 1981 in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Alachua Hills, Florida	C
ARG '80 Coal Program	C
Commercial Alliance stock	C
Cole Industries	A
Commonwealth of Puerto Rico Bonds	B
Darnell Associates Coal Program	C
EnerServ stock	A
Four Seasons	C
Government Investors Trust	C
Land/Vest Properties	C
Lighthouse Hill Associates	C
Polaroid	A
Premier Angus	A
Rhode Island Housing and Mortgage Bonds	F
Rhode Island Port Authority Bonds	B
Sea Container stock	A
Shearson American Express	B
Trinity Associates	C

(continuation page)

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during calendar year 1981.

IDENTITY	CATEGORY
*Industrial National Bank	E
*Industrial National Bank	E
*Rhode Island Hospital Trust	E

(continuation page)

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during calendar year 1981 which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Purchased Alachua Hills	1/30/81	C
Purchased ARG '80 Associates	3/31-11/1/81	B
Purchased EnerServ stock	4/23/81	A
Purchased Federal Express stock	5/20/81	A

(continuation page)

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
None	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
None		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES ____ NO XX

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO XX

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature: [signature] Date: May 15, 1982

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Hon. Fernand J. St Germain
(Name)

Continuation Sheet

Part	Source, Type, Amount, Category, Description or Value (As Applicable)	Category
III	*Real Estate (1045 Reservoir, Cranston, R.I.)	C
	*Real Estate (2526 University Blvd., W.Wheaton, Md.)	C
	*Real Estate (228 Meeting Street, Providence, R.I.)	C
	*Real Estate (Spring Valley Rd., Richardson, Texas)	C
	*Real Estate (4340 Boston Post Rd., Bronx, N.Y.)	C
	*Value of real estate arrived at by using net book value less mortgage balance.	
IV	**Old Stone Bank	E
	**Marquette Credit Union	E
	**These are the mortgages on which payments are made from the rental receipts disclosed under 1B of this report.	

	Description	Date	Category
V	Purchased New York Air Lines stock	2/20/81	A
	Purchased Nu Med Systems stock	3/30-4/8/81	B
	Purchased R.I. Hsg. & Mortgage Bonds	1/15/81	E
	Purchased Trinity Associates	9/25/81	C
	Sold Apple Computer stock	4/23/81	A
	Sold Bevis Industries stock	3/31/81	B
	Sold Federal Express stock	6/30/81	A
	Sold Founders Financial stock	3/30/81	A
	Sold Four Seasons East	1/2/81	E
	Sold New York Air stock	4/20/81	A
	Sold Nu Med Systems stock	11/12/81	A

1ST DISTRICT, RHODE ISLAND

2108 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, D.C. 20515

364 JOHN E. FOGARTY BUILDING
PROVIDENCE, R.I. 02903
TEL.: 401-528-4323

R.I. TOLL FREE TELEPHONE
1-800-852-0110

SPECIAL MAIL

Congress of the United States
House of Representatives
Washington, D.C. 20515

CHAIRMAN,
BANKING, FINANCE AND
URBAN AFFAIRS COMMITTEE

CHAIRMAN, SUBCOMMITTEE ON FINANCIAL
INSTITUTIONS SUPERVISION,
REGULATION AND INSURANCE

RECEIVED 1981 MAY 22 AM 9:37 U.S. HOUSE OF REPRESENTATIVES

May 20, 1981

MC

The Clerk
U.S. House of Representatives
Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515

RECEIVED 1981 MAY 23 PM 9 07

Dear Sir:

In the filing of my Financial Disclosure Statement for 1980, I find that in listing "Holdings" (Part III) the address was not included on my report for Alachua Hills.

Alachua Hills is located in Gainesville, Florida, and it would be appreciated if this letter could be considered as an amendment to my report to add the location of this land.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hh

U.S. HOUSE OF REPRESENTATIVES

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

Official Notification

Pursuant to provisions of H. Res. 1099 (90th Congress), you are hereby notified by the Committee on Standards of Official Conduct that PART A of the Report of Financial Disclosure which you have filed with this Committee has been examined as indicated below. Permission for this examination was approved in compliance with provisions of House Rules.

John J. Flynt, Jr. M.C.

JOHN J. FLYNT, Jr.
Chairman.

RESPONSIBLE PUBLIC INQUIRY

(For persons examining PART A of Reports on Financial Disclosure)

Rules of the Committee and of the House of Representatives permit only *one* Report (PART A) on Financial Disclosure to be examined at a time, and require examiner to *sign and complete two copies of this form prior to examination.*

PLEASE PRINT **Date:** 3-17-67

Examination of Report of: Fr. [illegible] St. [illegible]
Member, Officer or Employee of House of Representatives

Examination by: C Pheffin Wash Post
Name (print) Occupation Employer

Address: [illegible] **Phone:** [illegible]

Reason for inquiry: News

C Pelavin
Signature of examiner (do not print)

U.S. GOVERNMENT PRINTING OFFICE 70-051-6

UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1980

FORM A—For use by Members, officers, and employees

Hon. Fernand J. St Germain
(Full Name)

2108 Rayburn House Office Building
(Mailing Address)

Washington, D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks.

☐ Check if amended Statement.

☒ Member of the U.S. House of Representatives—District 1st State R.I.

☐ Officer or Employee—Employing Office _____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Goverment employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
See attachments, page 1.		

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during the preceding calendar year which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
See attachments, page 1		

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
See attachments, page 2	

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
See attachments, page 2		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
See attachments, page 2	

(OVER)

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $5,000; B—$5,001-$15,000; C—$15,001-$50,000; D—$50,001-$100,000; E—$100,001-$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
See attachments, page 3	

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
See attachments, page 4	

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
See attachments, page 5		

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
See attachments, page 6	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
See attachments, page 6		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES ____ NO XX

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO XX

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. § 706 and 18 U.S.C. § 1001).

Signature	Date
[signature]	May 15, 1981

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Government employment. *Do not include here income reported in part I–B below.*

SOURCE	TYPE	AMOUNT
Legal Fees		278.00

B. The source, type, and category of value of income from *dividends, interest, rent,* and *capital gains* received from any source during the preceding calendar year which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
Comercial Alliance	Dividend	A
Land/Vest	Cash Distribution	C
Lighthouse Hill Associates	Cash Distribution	A
Shearson, Loeb Rhoades	Dividend	D
Puerto Rico Bonds	Interest	A
Rhode Island Port Authority Bonds	Interest	A
Marquette Credit Union	Interest	A
Commercial Properties rental receipts (It is from these rental receipts that the mortgage payments are made to the financial institutions holding said mortgages on these properties. Title to these properties is held in the name of Crepe Trust.)		G

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of *gifts of transportation, lodging, food,* or *entertainment* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
Savings Banks Association of New York State	Travel expenses for self and wife to 87th Annual Convention
New York Home Loan Bank	Travel expenses for self, wife, and daughter to annual meeting
National Association of Mutual Savings Banks	Travel expenses for self and daughter to annual conference
Florida Bankers Association	Travel expenses for self and wife to attend Senior Bank Management Conference
North Carolina Savings and Loan League	Travel expenses for self to attend Annual Convention

B. The source, a brief description, and value of *all other gifts* aggregating $100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

C. The source and a brief description of *reimbursements* aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
NONE	

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A--not more than $5,000; B--$5,001-$15,000; C--$15,001-$50,000; D--$50,001-$100,000; E--$100,001-$250,000; F--over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which had a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Apple Computer (stock shares)	A
Alachua Hills (Land)	A
Bevis Industries (stock shares)	B
Commercial Alliance (stock shares)	C
Cole Industries (stock shares)	A
Land-Vest Properties	B
Darnell Associates Coal Program	C
ARG '80 Coal Program	B
Lighthouse Hill Associates	C
Shearson, Loeb Rhoades (money market funds)	C
Commonwealth of Puerto Rico (Bonds)	B
R.I. Port Authority (Bonds)	B
Marquette Credit Union (savings certificate)	A
Premier Angus	A
Founders Financial (stock shares)	B
Four Seasons (partnership interest)	C
*Real Estate (1045 Reservoir, Cranston, R.I.)	C
*Real Estate (2526 University Blvd., West Wheaton, Md.)	C
*Real Estate (228 Meeting Street, Providence, R.I.)	C
*Real Estate (Spring Valley Road, Richardson, Texas)	C
*Real Estate (4340 Boston Post Road, Bronx, New York)	C

*Value of real estate arrived at by using net book value less mortgage balance.

[illegible] Realty, Inc.

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeded $10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
*Industrial National Bank	E
*Industrial National Bank	E
*Rhode Island Hospital Trust	E
*Old Stone Bank	E
*Marquette Credit Union	E

(*These are the mortgages on which payments are made from the rental receipts disclosed under I(B) of this report.)

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeded $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Purchased:		
Lighthouse Hill Associates	3/31/80	C
Founders Financial (stock)	5/5/80	A
ARG '80 Coal Program	10/23/80	C
Apple Computer (stock)	12/12/80	A
Alachua Hills (land)	12/23/80	A
Sold:		
American Science & Engineering (stock)	1/25/80	B
Stirling Homex (bankruptcy class action proceeds)	12/1/80	A
Four Seasons East (partnership)	12/80	A

Fernand J. St Germain, M.C.

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
NONE	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
NONE		

RECEIVED

UNITED STATES HOUSE OF REPRESENTATIVES

Committee on Standards of Official Conduct

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT FOR 1979

FORM A—For use by Members, officers, and employees

Fernand J. St Germain
(Full Name)

2136 Rayburn House Office Building
(Mailing Address)

Washington,D.C. 20515

(Office Use Only)

Check the appropriate box and fill in the blanks. ☐ Check if amended Statement.

☒ Member of the U.S. House of Representatives—District 1 State R.I.

☐ Officer or Employee—Employing Office _____

Note: Please read instructions carefully. Sign this form on the reverse side. Attach additional sheets if needed; identify each sheet by showing your name and the section being continued. Complete all parts. (If None, so indicate.) Please type or print clearly.

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Goverment employment.

SOURCE	TYPE	AMOUNT
SEE SCHEDULE ATTACHED		

B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during the preceding calendar year which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
SEE SCHEDULE ATTACHED		

II. GIFTS AND REIMBURSEMENTS

A. The source and a brief description of gifts of transportation, lodging, food, or entertainment aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
NONE	

B. The source, a brief description, and value of all other gifts aggregating $100 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

C. The source and a brief description of reimbursements aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
SEE SCHEDULE ATTACHED	

NOTE: For Parts III, IV, and V below, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001-$15,000; C—$15,001-$50,000; D—$50,001-$100,000; E—$100,001-$250,000; F—over $250,000.

III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which has a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
SEE SCHEDULE ATTACHED	

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeds $10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
SEE SCHEDULE ATTACHED	

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeds $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
SEE SCHEDULE ATTACHED		

VI. POSITIONS

The identity of all positions held on or before the date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or any educational or other institution.

POSITION	NAME OF ORGANIZATION
NONE	

VII. AGREEMENTS

A description of the date, parties to, and terms of any agreement or arrangement with respect to: future employment; leave of absence during period of government service; continuation of payments by a former employer other than the U.S. Government; and continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	PARTIES TO	TERMS OF AGREEMENT
NONE		

VIII. ADDITIONAL INFORMATION

A. Are you aware of any interests in property or liabilities of a spouse or dependent child or property transactions by a spouse or dependent child which you have not reported because they meet the three standards for exemption? (See Instructions) YES ____ NO X

B. Do you, your spouse or dependent child receive income from or have a beneficial interest in a trust or other financial arrangement whose holdings were not reported because the trust is a "qualified blind trust" or other excepted trust? (See Instructions) YES ____ NO X

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions, (2 U.S.C. 706 and 18 U.S.C. 1001).

Signature	Date
[signature]	May 13, 1980

U.S. GOVERNMENT PRINTING OFFICE: 1977 O-241-241

Honorable Fernand J. St Germain

I. INCOME

A. The source, type, and amount of income (including honoraria and date received) aggregating $100 or more in value received from any source during the preceding calendar year. Exclude income from current U.S. Government employment.

SOURCE	TYPE	AMOUNT
Legal Fees		765.81

B. The source, type, and category of value of income from dividends, interest, rent, and capital gains received from any source during the preceding calendar year which exceeds $100 in value. *Note:* For this part only, indicate Category of Value, as follows: Category A—not more than $1,000; B—$1,001–$2,500; C—$2,501–$5,000; D—$5,001–$15,000; E—$15,001–$50,000; F—$50,001–$100,000; G—over $100,000.

SOURCE	TYPE	CATEGORY
Commercial Alliance	Dividend	A
Noxell Corporation	Dividend	A
Treasury Bond	Interest	A
R.I. Turnpike & Bridge Authority	Interest	A
Marquette Credit Union	Interest	A
Rhode Island Port Authority Bond	Interest	A
Municipal Assistance Corp. of New York City Bond	Interest	A
Commonwealth of Puerto Rico Bond	Interest	A
R.I. Health & Educ. Building Corp. Bond	Interest	A
Wright Patman Cong. Federal Credit Union	Interest	A
Internal Revenue Service	Interest	A
Shearson, Loeb Rhoades	Interest	B
LandVest	Cash Dstbr.	D
Income from rental of commercial properties (It is from these rental receipts that the mortgage payments are made to the financial institutions holding said mortgages on these properties. Title to these properties is held in the name of Crepe Trust.)		G

C. The source and a brief description of reimbursements aggregating $250 or more in value received from any source during the preceding calendar year.

SOURCE	BRIEF DESCRIPTION
National Savings and Loan League	Travel expenses to Point Clear, Alabama to attend Seminar
National Association of State Savings and Loan Supervisors	Travel expenses to Williamsburg, Virginia to deliver speech
National Association of Mutual Savings Banks	Travel expenses to New Orleans, Louisiana to deliver speech
Texas Savings and Loan League	Travel expenses to Tarpon Springs, Florida for self and wife to deliver speech
Credit Union Executives Society	Travel expenses to Orlando, Florida for self and wife to deliver speech

Attachment to Financial Disclosure Statement for 1979
Honorable Fernand J. St Germain . Attachment Page 2 of 2

III. HOLDINGS

The identity and category of value of any interest in property held during the preceding calendar year in a trade or business, or for investment or the production of income, which has a fair market value exceeding $1,000 as of the end of the year.

IDENTITY	CATEGORY
Marquette Credit Union (savings certificate)	A
Bevis Industries (stock)	A
Cole Industries (Stock)	A
American Science & Engineering (stock)	B
Commonwealth of Puerto Rico (bond)	B
Rhode Island Port Authority (bond)	B
Premier Angus (stock)	B
Darnell Associates Coal (stock)	C
Commercial Alliance (stock)	C
LandVest Properties (stock)	C
Shearson, Loeb Rhoades (money market funds)	D
Lighthouse Hill Associates (stock)	C
*Real Estate (1045 Reservoir, Cranston, R.I.)	B
*Real Estate (2526 University Blvd., West Wheaton, Md.)	C
*Real Estate (228 Meeting Street, Providence, R.I.)	C
*Real Estate (Spring Valley Road, Richardson, Texas)	C
*Real Estate (4340 Boston Post Road, Bronx, New York)	C

*Value of real estate arrived at by using net book value less mortgage balances.

IV. LIABILITIES

The identity and category of value of the total liabilities owed to any creditor which exceeds $10,000 at any time during the preceding calendar year.

IDENTITY	CATEGORY
Industrial National Bank	E
Industrial National Bank	E
Rhode Island Hospital Trust National Bank	E
Old Stone Bank	E
Marquette Credit Union	E

V. TRANSACTIONS

A brief description, the date, and category of value of any purchase, sale, or exchange during the preceding calendar year which exceeds $1,000 in real property, or in stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY
Purchases:		
R.I. Turnpike & Bridge Authority (bonds)	7/20/79	B
Lighthouse Hill Associates	9/21/79	C
Sold:		
Noxell Corporation (stock)	5/11/79	B
Municipal Assistance Corp. of New York (bonds)	7/20/79	B
R.I. Health & Educ. Bldg. Corp. (bonds)	11/7/79	B
R.I. Turnpike & Bridge Authority (bonds)	11/7/79	B
U.S. Treasury Note	11/20/79	A

UNITED STATES HOUSE OF REPRESENTATIVES

Office of the Clerk
Washington, D.C.

ETHICS IN GOVERNMENT ACT OF 1978 (2 U.S.C. §§ 701–709)

FINANCIAL DISCLOSURE STATEMENT

Honorable Fernand J. St Germain
(Full Name)

2136 Rayburn House Office Building
(Mailing Address)

Washington, D.C. 20515

ID # _____
(OFFICE USE ONLY)

☐ Check if this is an amended Statement.

INDIVIDUAL REPORTING STATUS

(Check one only)

☒ MEMBER OF U.S. HOUSE OF REPRESENTATIVES—DISTRICT First STATE Rhode Island

☐ CURRENT OFFICER/EMPLOYEE/PRINCIPAL ASSISTANT—EMPLOYING OFFICE _____

☐ NEW OFFICER/EMPLOYEE/PRINCIPAL ASSISTANT—EMPLOYING OFFICE _____

NOTE: Requirements for new officers/employees/principal assistants differ substantially from those of Members of Congress and current officers/employees/principal assistants. Please read Instructions on reverse side carefully.

May 15, 1979
(Date)

Fernand J. St Germain
(Signature)

NOTE: Any individual who knowingly and willfully falsifies, or who knowingly and willfully fails to file this report may be subject to civil and criminal sanctions. See 2 U.S.C. § 706 and 18 U.S.C. § 1001.

RETURN COMPLETED COVER PAGE AND STATEMENT
(WITH 2 COPIES OF EACH) TO:

The Clerk, U.S. House of Representatives
Office of Records and Registration
1036 Longworth House Office Building
Washington, D.C. 20515

ST GERMAIN, FERNAND J. (HOUSE)

Name of Person Filing Honorable Fernand J. St Germain Page 2 of 3 1970

NOTE: See reverse side for Detailed Filing Instructions and Exemptions. If additional space is required, use continuation sheets provided. *Complete all parts. (If None, so indicate)*

SECTION I

A. INCOME (including honoraria) from any source received during preceding calendar year aggregating $100 or more in value. Exclude income from current U.S. Government employment.

SOURCE	TYPE (salary, pension, honorarium, etc.)	AMOUNT/VALUE
Legal Fees		666.67

B. INCOME from dividends, interest, rent, capital gains including trusts or other financial arrangements, received during the preceding calendar year exceeding $100 in value. NOTE: For Section I.B. indicate Category of Value: Category I—$100.01–$1,000; II—$1,000.01–$2,500; III—$2,500.01–$5,000; IV—$5,000.01–$15,000; V—$15,000.01–$50,000; VI—$50,000.01–$100,000; VII—Over $100,000.

SOURCE	TYPE	CATEGORY OF VALUE (I, II, III, IV, V, VI, VII)
Industrial National Bank (interest)		I
Hospital Trust National Bank (interest)		I
(Continued on Page 3)		

SECTION II

A. GIFTS of transportation, lodging, food or entertainment aggregating $250 or more in value received from any source during the preceding calendar year.

IDENTITY OF SOURCE	BRIEF DESCRIPTION
Consumer Credit Insurance Association	Travel expenses to Phoenix, Arizona to participate in meeting,
Savings Banks Association of New York	Travel expenses at Boca Raton, Fla. to participate in meeting (self and wife)

B. GIFTS other than transportation, lodging, food or entertainment aggregating $100 or more in value received from any source during preceding calendar year.

SOURCE	BRIEF DESCRIPTION	VALUE
NONE		

C. REIMBURSEMENTS received from any source aggregating $250 or more in value in preceding calendar year.

IDENTITY OF SOURCE	BRIEF DESCRIPTION
NONE	

NOTE: For Sections III–V below, indicate Category of Value: Category I—$1,000.01–$5,000; II—$5,000.01–$15,000; III—$15,000.01–$50,000; IV—$50,000.01–$100,000; V—$100,000.01–$250,000; VI—Over $250,000.

IMPORTANT—For new Officers and Employees Only: In Sections III, IV, VI, and VII, the Reporting Individual Should List the Information Required as of Date Not More Than 31 Days Prior to the Date of Filing. The Information Listed Below is Current as of _____ (Date)

SECTION III

INTEREST IN PROPERTY HELD during preceding year in a trade or business, or for investment or production of income including trusts or other financial arrangements with a fair market value exceeding $1,000 at the close of the preceding calendar year.

IDENTITY	CATEGORY OF VALUE (I, II, III, IV, V, VI)
See Page 3	

SECTION IV

LIABILITIES (total) owed to any creditor which exceeds $10,000 at any time in the preceding calendar year and any revolving charge account with an outstanding liability over $10,000 at the *close* of the calendar year.

IDENTITY	CATEGORY OF VALUE (I, II, III, IV, V, VI)
See Page 3	

SECTION V

PURCHASE, SALE OR EXCHANGE during the preceding calendar year which exceeds $1,000 in real property, stocks, bonds, commodities futures, or other forms of securities.

BRIEF DESCRIPTION	DATE	CATEGORY OF VALUE (I, II, III, IV, V, VI)
See Page 3		

SECTION VI

POSITION HELD on or before date of filing during the current calendar year as an officer, director, trustee, partner, proprietor, representative, employee, or consultant of any corporation, firm, partnership, or other business enterprise, any nonprofit organization, any labor organization, or educational or other institution other than the United States.

POSITION	ORGANIZATION
None	

SECTION VII

AGREEMENTS AND ARRANGEMENTS with respect to future employment, leave of absence, during the period of the reporting individual's Government service, continuation of payments by a former employer other than the U.S. Government, and any continuing participation in an employee welfare or benefit plan maintained by a former employer.

DATE	TERMS

ETHICS IN GOVERNMENT ACT—FINANCIAL DISCLOSURE STATEMENT

Honorable Fernand J. St Germain
(Name)

CONTINUATION SHEET

Section	Indicate: Date/Source/Identity/Brief Description/Type/ Parties To/Terms (As Applicable)	Indicate: Amount/Category of Value/Value (As Applicable)	
	Source	Type	Category
IB	Commercial Alliance	dividend	I
IB	Noxell Corp.	dividend	I
IB	Treasury Bonds	interest	I
IB	Marquette Credit Union	interest	I
IB	R.I. Port Authority	interest	I
IB	Municipal Assistance Corp. of NYC	interest	I
IB	Commonwealth of Puerto Rico	interest	I
IB	R.I. Health & Educ. Bldg. Corp.	interest	I
IB	Wright Patman Cong. Fed. Credit Union	interest	II
IB	Income from rental of commercial properties (It is from these rental receipts that the mortgage payments are made to the financial institutions holding said mortgages on these properties. Title to these properties is held in the name of Crepe Trust.)		VII

	Identity	Category
III	Marquette Credit Union (savings certificate)	I
III	Bevis Industries stock	I
III	International House of Pancakes stock	I
III	U.S. Treasury note	I
III	Cole Industries stock	I
III	American Science & Engineering stock	II
III	Noxell Corp. stock	II
III	Commonwealth of Puerto Rico bonds	II
III	Rhode Island Port Authority bonds	II
III	R.I. Health & Educ. Bldg. Corp. bonds	II
III	Municipal Assistance Corp. of NYC bonds	II
III	Premier Angus stock	II
III	*Real Estate (1045 Reservoir, Cranston, RI)	II
III	*Real Estate (2526 University Blvd., West Wheaton, Md.)	III
III	Darnell Associates Coal Program	II
III	Commercial Alliance stock	III
III	Wright Patman Cong. Federal Credit Union savings	III
III	Land Vest Properties	III
III	*Real Estate (228 Meeting Street, Providence, RI)	III
III	*Real Estate (Spring Valley Road, Richardson, Texas)	III
III	*Real Estate (4340 Boston Post Road, Bronx, New York)	III

*Value of real estate arrived at by using net book value less mortgage balances.

	Identity	Category
IV	Industrial National Bank	V
IV	Industrial National Bank	V
IV	Rhode Island Hospital Trust	V
IV	Old Stone Bank	V
IV	Marquette Credit Union	V

	Description	Date	Category
	Purchased:		
V	Municipal Asst. Corp. of NYC bonds	1/18/78	II
V	R.I. Health & Educ. Bldg. Corp. bonds	4/28/78	II
V	Darnell Associates Coal Program	12/29/78	II
	Sold:		
V	Trans Delta (Dyna Ray) stock	4/20/78	I
V	Space Ordnance Systems (TransTechnology stock	5/22/78	I

FDA 3

Page _____ of _____

U.S. HOUSE OF REPRESENTATIVES

Financial Disclosure Statement filed pursuant to House Rule XLIV

(Name)

(Office Address)

☐ Member of Congress (District) (State)

☐ Officer

☐ Principal Assistant To: (Member/Officer)

☐ Professional Staff Member Of: (Committee)

Coverage Dates: October 1, 1977 to December 31, 1977

Due Date: Not Later than *APRIL 30, 1978*

NOTE: See reverse side for Instructions, Definitions, and Exemptions.
If additional space is required, use continuation sheets provided.
Complete all parts. (If None, so indicate.)

PART I

A. *INCOME*—The source and amount of *each* item of income aggregating over $100 from any one source.

Source	*Amount*

B. *GIFTS*—The source, a brief description or value of gifts of transportation, lodging, food or entertainment aggregating $250 or more from one source.

Source	*Description or Value*

C. *OTHER GIFTS*—The source, a brief description, and value of all other gifts aggregating $100 or more from one source.

Source and Description	*Value*

D. *REIMBURSEMENTS*—The source, a brief description or value of reimbursements, directly or indirectly, for expenditures aggregating $250 or more from any one source.

Source	*Description or Value*
NONE	

NOTE: For Parts II–V below, indicate Category of Value: Category I—Under $5,000; Category II—$5,000–$15,000; Category III—$15,000–$50,000; Category IV—$50,000–$100,000; Category V—Over $100,000.

PART II

HOLDINGS—The identity and category of value of any property held, directly or indirectly, in a trade or business or for investment or the production of income, and with a fair market value of at least $1,000 as of the close of the year.

Identity	*Category of Value (I, II, III, IV, V)*
See Page 2	

PART III

LIABILITIES—The identity and category of value of any personal liability owed, directly or indirectly, which exceeds $2,500 as of the close of the year.

Identity	*Category of Value (I, II, III, IV, V)*
SEE Page 2	

PART IV

SECURITIES TRANSACTIONS—The identity, date, and category of value of any transaction, directly or indirectly, in securities or commodities futures during the calendar year (beginning in 1978) which exceeds $1,000. (Not required in first filing.)

PART V

REAL PROPERTY TRANSACTIONS—The identity, date, and category of value of any purchase or sale, directly or indirectly, of any interest in real property which exceeds $1,000 in value as of the date of such purchase or sale.

Identity	*Date*	*Category of Value (I, II, III, IV, V)*
NONE		

April 17, 1978 (Date)

(Signature)

Transmittal Copy—To Clerk of the House

Financial Disclosure Statement filed pursuant to House Rule XLIV

(Name)

CONTINUATION SHEET

Part	Source	Amount; Category; Description or Value (As Applicable)
IA.	Treasury Bond (1)	100.00
IA.	Point Patrol Cr. Credit Union (1)	406.09
IA.	[illegible] (1)	207.45
IA.	[illegible] (5)	2,726.19
IA.	[illegible]	41,143.85
	[illegible]	
	[illegible]	
	[illegible]	
	[illegible]	
	[illegible]	
	[illegible]	
	[illegible]	
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category I
II	[illegible]	Category II
II	[illegible]	Category II
II	[illegible]	Category II
II	[illegible]	Category II
II	[illegible]	Category III
II	Point Patrol Cmp. Credit Union (Checking Account)	Category III
II	Real Vest Properties	Category III
II	Real Estate (128 Marine St., Prov., RI)	Category III
II	Real Estate (1015 Parkside, Cranston, RI)	Category II
II	Real Estate ([illegible] Valley Road, [illegible] Beach, RI)	Category III
II	Real Estate (Old Victory Post Rd., Prov., RI)	Category III
II	Real Estate ([illegible] University Blvd., West, [illegible], VA)	Category II
	Value of real estate arrived at by assessed value less mortgage balances	
III	Industrial National Bank	Category V
III	Industrial National Bank	Category V
III	Rhode Island National Trust	Category V
III	Old Stone Bank	Category V
III	[illegible]	Category V

Transmittal Copy—To Clerk of the House

FERNAND J. ST GERMAIN
1st District, Rhode Island

2134 Rayburn House Office Building
Washington, D.C. 20515

200 John E. Fogarty Building
Providence, R.I. 02903
Tel.: 528-4323

Congress of the United States
House of Representatives
Washington, D.C. 20515

COMMITTEES:
BANKING, FINANCE AND URBAN AFFAIRS
Chairman, Subcommittee on Financial Institutions Supervision, Regulation and Insurance
INTERNATIONAL OPERATIONS
SMALL BUSINESS

1978 MAY 5 PM 12 24
OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES

May 5, 1978

Honorable Edmund L. Henshaw, Jr.
Clerk
U.S. House of Representatives
Washington, D.C.

Dear Mr. Henshaw:

Concurrent with the filing of my Financial Disclosure Report covering the period ending December 31, 1977, I issued a press release concerning my report.

A copy of that release is attached and I would appreciate it if this release could be attached to and made a part of my report.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hh
Enc.

NEWS from CONGRESSMAN
FERNAND J. St GERMAIN
1st DISTRICT RHODE ISLAND

TOTAL EMBARGO UNTIL

Release Date: Monday, May 1, 1978

Release Time: 12 o'clock noon

PROVIDENCE, R.I., MAY 1 -- Congressman Fernand J. St Germain (D., R.I.) today released his official financial report filed with the U. S. House of Representatives indicating that approximately 80% of his assets consists of real estate, government bonds and savings accounts.

The report was the first required under new disclosure legislation which Mr. St. Germain supported and voted for in the First Session of the 95th Congress.

In releasing the details of his holdings, Mr. St Germain said that he had "avoided any investments which could, in any way, be affected by my legislative assignments in the Congress."
"I am proud of the fact that this report clearly establishes that I have avoided any conflicts between my personal responsibilities to provide for my family and my public duties as a Congressman for the First District of Rhode Island."

Mr. St Germain said that he had also structured his financial affairs in a manner which would avoid any "day-to-day involvement in the management or decision-making concerning any of the investments." "It is for this reason," Mr. St Germain stated, "that much of my investment portfolio is in real estate managed by others."

Among these are five commercial properties located in Rhode Island, New York, Maryland and Texas, purchased by Crepe Trust for the benefit of Mr. St Germain. All of these properties are rented to the International House of Pancakes under net net leases. All receipts and disbursements are handled by the trustee, Providence attorney Charles Sokoloff.

The filing showed $41,304.05 in gross rentals for the reporting period --October 1 through December 31, 1977. On an annual basis, the gross rents are $165,000. It is from these rents that payments on the mortgages on the commercial properties are made. The disclosure [illegible] $14,37[illegible] for the reporting pe[illegible]

On an annual basis the current Congressional salary is $57,500. Other items of income for the reporting period are as follows: Dividends of $268.25; $713.54 from interest; and $2,786.19 from gross legal fees.

Mr. St Germain said that 48% of his holdings were in real estate; 18.5% in savings accounts; 10.5% in government bonds; 20% in stocks; and 3% in miscellaneous investments.

Although below the value required to be reported under House Rules, Mr. St Germain stated he held a 15% interest in each of three limited partnerships involving three apartment developments in Rhode Island -- Parkview Associates; School Street Associates; and Four Seasons East. As a limited partner, Mr. St Germain takes no part in management or decision-making concerning the three projects. Roland O. Ferland of Pawtucket, Rhode Island, is the general partner in each instance. Certificates of limited partnership reflecting these interests have been in the public files of the Rhode Island Secretary of State since the formation of each partnership.

The report listed as liabilities the mortgages on commercial property from Industrial National Bank, Rhode Island Hospital Trust, Old Stone Bank, and Marquette Credit Union. These are the properties rented to the International House of Pancakes.

In addition to the holdings listed in the report, which have a value of $236,080, the Congressman owns a family home in Woonsocket and an apartment in Washington. The aggregate cost of the Rhode Island house, including improvements, is $72,000, with an outstanding mortgage of $20,000. The one-bedroom condominium in Washington, D.C. cost $32,000 with an outstanding mortgage of $8,933.45.

# # # # #

(Attachment -- Two-page Financial Disclosure Statement filed pursuant to House Rule XLIV, filed with the Clerk of the House. Instructions, definitions, and exemptions appear on the reverse side of the statement).

ADDENDUM TO PRESS RELEASE ISSUED MAY 1, 1978

RECEIVED
1978 MAY -5 PM 12: 34
OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES

In view of the confusion that has arisen in the minds of some, the Congressman wishes to make the following clarification or addendum on Part III of his report. Under Part III, there are five mortgages listed in excess of $100,000. All are fully secured by real estate, as follows:

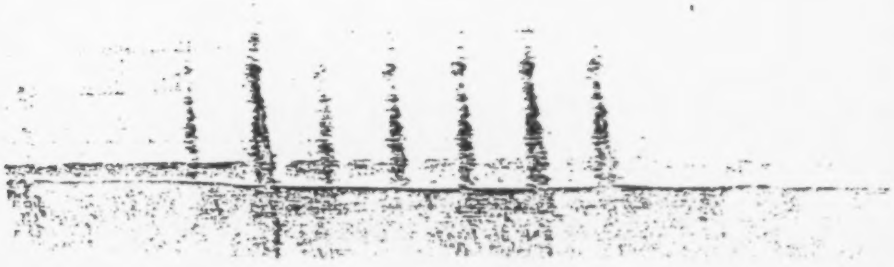
Industrial National Bank, secured by real estate located at 228 Meeting Street, Providence, Rhode Island;

Industrial National Bank, secured by real estate located at 1045 Reservoir, Cranston, Rhode Island;

Rhode Island Hospital Trust, secured by real estate located at 4340 Boston Post Road, Bronx, New York;

Old Stone Bank, secured by real estate located at Spring Valley Road, Richardson, Texas; and

Marquette Credit Union, secured by real estate located at 2526 University Boulevard, West, Wheaton, Maryland.



PART A

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1976

FILING REQUIRED BY APRIL 30, 1977

Committee on Standards of Official Conduct

Fernand J. St Germain	First District	Rhode Island
(Member's name)	(District)	(State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, *if constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management
NONE		

(If additional space is needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, was an officer, director, or partner, or served in any advisory capacity during the preceding calendar year, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice
F. J. St Germain	121 Woodland Road Woonsocket, Rhode Island	Legal

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a single source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

NONE

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

NONE

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

NONE

(d) Source of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)

National Assoc. of Home Builders; National Assoc. Mutual Savings Banks; American Bankers Association; U.S. League of Savings Associations; Pennsylvania Credit Union League; and Bankers Association for Foreign Trade

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness specifically secured by the pledge of assets of appropriate value of the person reporting.

NONE

RECEIVED

APR 30 1977

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

4/30/77

(Date of filing)

(Signature of Declarer)

CAUTION: [illegible] TAKEN INTO ACCOUNT IN THIS REPORT

FOREWORD

The Committee on Standards of Official Conduct, in developing recommendations which resulted in adoption of House rule XLIV, sought to require financial disclosure of only those interests which might conceivably involve, or appear to involve, a conflict of interest.

Those wishing to go beyond the requirements of the rule in their declaration may append any additional information they desire. However, it should be noted that the filing of additional information, such as a copy of the declarer's Federal income tax return, does not obviate filing this report to meet the full provisions of the rule.

FILE PART A WITH COMMITTEE EVEN IF NOTHING IS DECLARABLE

INSTRUCTIONS AND DEFINITIONS

Who Must File

Members: Includes the Resident Commissioner from Puerto Rico and the Delegates from the District of Columbia, Guam and the Virgin Islands.

Officers of the House: Clerk, Sergeant-at-Arms, Doorkeeper, Postmaster, Chaplain, and official reporters of debates.

Principal assistants: Usually, staff employees designated by Members or Officers on the basis of a relationship which authorizes them to act, under some circumstances, in the employer's name. Designation is not mandatory, nor is it limited to one employee per Member or Officer. Committee chairmen may also designate staff employees in clerical categories. (Forms sent only to those so designated.)

Professional staff members of committees: As per payroll designation of employees on any committee of the House, and any joint committee of Congress, the expenses of which are paid from the contingent fund of the House. (Forms sent automatically.)

Constructively controlled (spouse, etc.): Should be interpreted as an interest which may be deemed to be controlled by the person filing by virtue of any relationship to another party. Financial interests in the name of another should be regarded as constructively controlled by the person reporting if enhancement of those interests would substantially benefit the person reporting. Normally, in the absence of specific property division agreements, trusts, etc., the interests of spouses and minor children would be constructively controlled.

PART A

(Covers portion of report available for responsible public inquiry.)

DEFINITIONS

Name: The ABC Corp., XYZ Co., John Doe, Inc., etc.

Instrument of ownership: Common or preferred stock, rights, warrants, articles of partnership, proprietary interests; debt instruments such as notes, bonds, etc., *if convertible* to equity instruments.

Position of management: Officer, director, partner, proprietor, etc.

Business entity: Any commercial enterprise operated for profit. Only those meeting the basic criteria of (1) doing substantial business with the Federal Government, or (2) subject to Federal regulatory agencies, including subsidy programs administered by the Department of Agriculture, need to be reported. Holdings in diversified mutual funds having changing components need not be reported unless the funds' investments are primarily with commercial enterprises meeting the criteria cited in (1) and (2) of this paragraph.

Substantial business with the Federal Government: If the extent of the business entity's overall commercial operation with the Federal Government is such that legislative action, or improper influence, could have a significant beneficial or adverse effect on the entity's total net worth, it should be reported.

Subject to Federal regulatory agencies: Generally, the test to be applied is whether a Federal regulatory body is authorized to grant or deny licenses, franchises, quotas, subsidies, etc., that could substantially affect the fortunes of the business entity involved.

Fair market value (in excess of $5,000): If a marketed security, the quoted price on the date of filing the declaration. If not a marketed security, the price at which the owner would sell.

Income ($1,000 or more, previous calendar year): Received from a single source in dividends, retainer, salary, consulting fees or other. (Note that *either* the $5,000 fair market value criteria, *or* this provision, determines the requirement for listing under item 1 of Part A.)

Time or demand deposit: Checking and savings accounts in banks; deposits (or so-called "shares") in savings and loan institutions, or credit unions, etc.

Debt instrument: Bonds, notes, debentures, mortgages, or any other securities, having a fixed yield if *not convertible* to equity instruments.

Professional organization: Medicine, law, accounting, engineering, etc. (Any such organization construed as a business entity and reported under A–1 need not be reported again under A–2.)

Income for services rendered: From a single source exceeding $5,000, such as consulting fees, wages, salaries, or professional services not reported in A–2.

Capital gains: As reportable to the Internal Revenue Service.

Reimbursement for expenditures: Any item exceeding $1,000, paid by a non-Federal source on behalf of the person filing.

Honoraria: Fees received for speeches, written articles, participation in discussion groups and similar activities. (Reimbursed expenses need not be reported.)

Pledge of Assets: The legal commitment of any specific and bona fide collateral, such as a mortgage or security interest, under constructive control of the debtor.

PART B

(Covers nonpublic portion of report.)

Show only total values of holdings and income received corresponding to items listed in Part A.

Note: If the declarer indicates "none" on *all* items in Part A, he need not file Part B with the Committee.

U.S. GOVERNMENT PRINTING OFFICE 77-970-O

PART A

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1975

FILING REQUIRED BY APRIL 30, 1976

Committee on Standards of Official Conduct

Fernand J. St Germain	No. 1	Rhode Island
(Member's name)	(District)	(State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, if *constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of the date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management
Englehard Minerals & Chemicals	Common Stock	None

(If additional space is needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, was an officer, director, or partner, or served in any advisory capacity during the preceding calendar year, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice
F.J. St Germain	121 Woodland Road Woonsocket, R.I.	Legal

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a *single* source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

(d) Sources of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)
American Bankers Association, U.S. League of Savings Associations, National Savings and Loan League, Savings Banks Association of N.Y.

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness specifically secured by the pledge of assets of appropriate value of the person reporting.

RECEIVED
APR 30 1976
COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

4/30/76
(Date of filing)

(Signature of Declarer)

ANY ASSETS WHICH ARE NOT TO BE TAKEN INTO ACCOUNT IN THIS REPORT

FOREWORD

The Committee on Standards of Official Conduct, in developing recommendations which resulted in adoption of House rule XLIV, sought to require financial disclosure of only those interests which might conceivably involve, or appear to involve, a conflict of interest.

Those wishing to go beyond the requirements of the rule in their declaration may append any additional information they desire. However, it should be noted that the filing of additional information, such as a copy of the declarer's Federal income tax return, does not obviate filing this report to meet the full provisions of the rule.

FILE PART A WITH COMMITTEE EVEN IF NOTHING IS DECLARABLE

INSTRUCTIONS AND DEFINITIONS

Who Must File

Members: Includes the Resident Commissioner from Puerto Rico and the Delegates from the District of Columbia, Guam and the Virgin Islands.

Officers of the House: Clerk, Sergeant-at-Arms, Doorkeeper, Postmaster, Chaplain, and official reporters of debates.

Principal assistants: Usually, staff employees designated by Members or Officers on the basis of a relationship which authorizes them to act, under some circumstances, in the employer's name. Designation is not mandatory, nor is it limited to one employee per Member or Officer. Committee chairmen may also designate staff employees in clerical categories. (Forms sent only to those so designated.)

Professional staff members of committees: As per payroll designation of employees on any committee of the House, and any joint committee of Congress, the expenses of which are paid from the contingent fund of the House. (Forms sent automatically.)

Constructively controlled (spouse, etc.): Should be interpreted as an interest which may be deemed to be controlled by the person filing by virtue of any relationship to another party. Financial interests in the name of another should be regarded as constructively controlled by the person reporting if enhancement of those interests would substantially benefit the person reporting. Normally, in the absence of specific property division agreements, trusts, etc., the interests of spouses and minor children would be constructively controlled.

PART A

(Covers portion of report available for responsible public inquiry.)

DEFINITIONS

Name: The ABC Corp., XYZ Co., John Doe, Inc., etc.

Instrument of ownership: Common or preferred stock, rights, warrants, articles of partnership, proprietary interests; debt instruments such as notes, bonds, etc., *if convertible* to equity instruments.

Position of management: Officer, director, partner, proprietor, etc.

Business entity: Any commercial enterprise operated for profit. Only those meeting the basic criteria of (1) doing substantial business with the Federal Government, or (2) subject to Federal regulatory agencies, including subsidy programs administered by the Department of Agriculture, need to be reported. Holdings in diversified mutual funds having changing components need not be reported unless the funds' investments are primarily with commercial enterprises meeting the criteria cited in (1) and (2) of this paragraph.

Substantial business with the Federal Government: If the extent of the business entity's overall commercial operation with the Federal Government is such that legislative action, or improper influence, could have a significant beneficial or adverse effect on the entity's total net worth, it should be reported.

Subject to Federal regulatory agencies: Generally, the test to be applied is whether a Federal regulatory body is authorized to grant or deny licenses, franchises, quotas, subsidies, etc., that could substantially affect the fortunes of the business entity involved.

Fair market value (in excess of $5,000): If a marketed security, the quoted price on the date of filing the declaration. If not a marketed security, the price at which the owner would sell.

Income ($1,000 or more, previous calendar year): Received from a single source in dividends, retainer, salary, consulting fees or other. (Note that *either* the $5,000 fair market value criteria, *or* this provision, determine the requirement for listing under item 1 of Part A.)

Time or demand deposit: Checking and savings accounts in banks; deposits (or so-called "shares") in savings and loan institutions, or credit unions, etc.

Debt instrument: Bonds, notes, debentures, mortgages, or any other securities, having a fixed yield if *not convertible* to equity instruments.

Professional organization: Medicine, law, accounting, engineering, etc. (Any such organization construed as a business entity and reported under A–1 need not be reported again under A–2.)

Income for services rendered: From a single source exceeding $5,000, such as consulting fees, or professional services not reported in A–2.

Capital gains: As reportable to the Internal Revenue Service.

Reimbursement for expenditures: Any item exceeding $1,000, paid by a non-Federal source on behalf of the person filing.

Honoraria: Fees received for speeches, written articles, participation in discussion groups and similar activities. (Reimbursed expenses need not be reported.)

Pledge of Assets: The legal commitment of any specific and bona fide collateral under constructive control of the debtor.

PART B

(Covers nonpublic portion of report.)

Show only total values of holdings and income received corresponding to items listed in Part A.

Note: If the declarer indicates "none" on *all* items in Part A, he need not file Part B with the Committee.

May 14, 1976

Honorable Fernand J. St. Germain
House of Representatives
2136 Rayburn House Office Building
Washington, D. C. 20515

Dear Colleague:

In response to your request by letter of 11 May 1976, the press release outlining your policy on honoraria will be attached to your financial disclosure report for 1975.

Sincerely,

JOHN J. FLYNT, JR.
Chairman

JJFJr:wso

FERNAND J. ST GERMAIN
1st District, Rhode Island

2136 Rayburn House Office Building
Washington, D.C. 20515

200 John E. Fogarty Building
Providence, R.I. 02903
Tel.: 528-4323

Congress of the United States
House of Representatives
Washington, D.C. 20515

COMMITTEE:
BANKING, CURRENCY AND HOUSING
Chairman, Subcommittee on Financial Institutions Supervision, Regulation and Insurance
GOVERNMENT OPERATIONS
SMALL BUSINESS

May 11, 1976

Honorable John J. Flynt, Jr.
Chairman
Committee on Standards of Official Conduct
House of Representatives
Washington, D.C.

Dear Mr.Chairman:

Subsequent to the filing of my Financial Disclosure Report covering the year 1975, I issued a press release announcing my personal policy on honoraria.

A copy of that release is attached and I would appreciate it if this release could be attached to my 1975 report.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hh

RECEIVED
MAY 12 1976
COMMITTEE ON
STANDARDS OF OFFICIAL CONDUCT

NEWS from CONGRESSMAN
FERNAND J. St GERMAIN
1st DISTRICT-RHODE ISLAND

FOR RELEASE: Saturday, A.M., May 8, 1976

STATEMENT BY CONGRESSMAN FERNAND J. ST GERMAIN (D-RI)

PROVIDENCE, R.I., May 8, 1976...Given today's climate generated by Watergate and related disclosures, I have decided to set a personal policy on honoraria, beyond that required by law and the rules of the House of Representatives. Henceforth, I shall issue, in January, a report for the previous year on all speaking engagements, listing the name of the organization, the date of the speech, and the total amount of honorariums received that year.

I consider it to be important, consistent with my legislative duties, to advise all financial institution associations as to the paramount importance of the consumers' needs and to insist that their proposals and presentations before the subcommittee further the public interest, rather than promote the parochial interest of one segment of the financial community. I have in the past and will continue in the future to be critical of the audiences' customs and practices and regulatory agency procedures and practices that are clearly inconsistent with the public interest.

A limited number of invitations are accepted to insure the widest possible dissemination of my views to the industry. An average of one out of every five invitations are accepted. The text of my remarks plus, in most instances, taped recordings will substantiate the fact that these occasions have been and will continue to be used to insure that banking legislation under by subcommittee chairmanship will advance the consumers' interest. My continued appearances before such groups during their legislative policy formulation period will insure that the interests of the consumer receive paramount attention in any presentation made to the Subcommittee on Financial Institutions Supervision, Regulation and Insurance.

Since I consider my continued participation in selected conventions to be an important part of my duties, I have given deep thought as to whether existing law and House rules are adequate on the subject of honoraria. I am gratified by the many expressions of continued trust and confidence by my constituents and have carefully considered their suggestions.

RECEIVED
MAY 12 1976
COMMITTEE ON
STANDARDS OF OFFICIAL CONDUCT

I would point out that honoraria are fully taxable and as such, they have always been reported as part of my income tax returns.

Also, as a result of these honoraria, many charitable organizations in Rhode Island have been assisted anonymously in their wonderful works.

1975	Date of Speech	Organization
	1/22/75	American Bankers Association
	5/4/75	Mortgage Bankers Association of America
	5/17/75	U. S. League of Savings Associations
	10/24/75	National Savings and Loan League
	11/10/75	Savings Banks Association of New York State

Total Received 1975 - $3,750

1976		
	1/18/76	National Association of Home Builders
	2/23/76	National Association of Mutual Savings Banks
	3/1/76	American Bankers Association
	4/20/76	U. S. League of Savings Associations
	4/26/76	Bankers Association - Foreign Trade
	4/30/76	Pennsylvania Credit Union League

Total to Date 1976 - $5,000

The next report will be issued in January 1977.

# # # #

U.S. HOUSE OF REPRESENTATIVES
(Will be former MEMBERS ONLY

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1974

FILING REQUIRED BY APRIL 30, 1975

Committee on Standards of Official Conduct

(Member's name) (District) (State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, *if constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of the date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management

(If additional space needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, is an officer, director, or partner, or serves in any advisory capacity, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a *single* source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

(d) Sources of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness that is fully secured by the pledge of assets of appropriate value of the person reporting.

RECEIVED

(Date of filing) APR 30 1975 (Signature of Declarer)

PART A

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1973

FILING REQUIRED BY APRIL 30, 1974

Committee on Standards of Official Conduct

_____ _____ _____
(Member's name) (District) (State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, *if constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of the date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management

(If additional space needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, is an officer, director, or partner, or serves in any advisory capacity, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a *single* source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

(d) Sources of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness specifically secured by the pledge of assets of the person reporting of appropriate value.

RECEIVED
APR 30 1974
COMMITTEE ON
STANDARDS OF OFFICIAL CONDUCT

_____ _____
(Date of filing) (Signature of Declarer)

PART A

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1972

FILING REQUIRED BY APRIL 30, 1973

Committee on Standards of Official Conduct

Fernand J. St Germain	1st	Rhode Island
(Member's name)	(District)	(State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, *if constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of the date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management
Engelhard Minerals & Chemicals	Common Stock	None

(If additional space needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, is an officer, director, or partner, or serves in any advisory capacity, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice
F. J. St Germain	121 Woodland Rd., Woon. R. I.	Legal

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a *single* source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

(d) Sources of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)
U. S. Savings & Loan League--Council of Savings & Loan Financial Corporation--Savings Ass'n League of N. Y. State

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness specifically secured by the pledge of assets of the person reporting of appropriate value.

RECEIVED
APR 30 1973
COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

April 30, 1973
(Date of filing)

Fernand J. St Germain
(Signature of Declarer)

CAMPAIGN MONEYS ARE NOT TO BE TAKEN INTO ACCOUNT IN THIS REPORT

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF CERTAIN FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN OTHER FINANCIAL DATA COVERING CALENDAR YEAR 1971

FILING REQUIRED BY APRIL 30, 1972

Committee on Standards of Official Conduct

Fernand J. St Germain	First	Rhode Island
(Member's name)	(District)	(State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, *if constructively controlled* by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership *is in excess of $5,000 fair market value as of the date of filing*, or from which income of *$1,000 or more* was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management
Engelhard Min. & Chem.	Common Stock	None

(If additional space needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any *professional* organization in which the person reporting, or his spouse, is an officer, director, or partner, or serves in any advisory capacity, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice
E. J. St Germain	121 Woodland Rd., Woonsocket, Rhode Island	Legal

3. List the *source* of each of the following items received during the preceding calendar year:

(a) Any income from a *single* source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

(d) Sources of honoraria *aggregating* $300 or more from a single source. (*Name the original source, not a speakers' bureau.*)

4. List each creditor to whom the person reporting was indebted for a period of 90 consecutive days or more in the preceding calendar year in an aggregate amount in excess of $10,000 *excluding* any indebtedness specifically secured by the pledge of assets of the person reporting of appropriate value.

4/ 12/	[signature]
(Date of filing)	(Signature of Declarer)

CAMPAIGN FUNDS MAY NOT BE TAKEN INTO ACCOUNT IN THIS REPORT

PART A

U.S. HOUSE OF REPRESENTATIVES

(White form: MEMBERS ONLY)

STATEMENT OF FINANCIAL INTERESTS AND ASSOCIATIONS AS OF DATE OF FILING AND CERTAIN INCOME FOR CALENDAR YEAR 1970

FILING REQUIRED BY APRIL 30, 1971

Committee on Standards of Official Conduct

Fernand J. St Germain	First	Rhode Island
(Member's name)	(District)	(State)

PART A: (See instructions and text of House Rule XLIV on reverse side).

The interest of a spouse or any other party, if constructively controlled by the person reporting, shall be considered to be the same as the interest of the person reporting.

1. List the name, instrument of ownership, and any position of management held in any business entity doing a substantial business with the Federal Government or subject to Federal regulatory agencies in which the ownership is in excess of $5,000 fair market value as of the date of filing, or from which income of $1,000 or more was derived during the preceding calendar year. Do not list any time or demand deposit in a financial institution or any debt instrument having a fixed yield unless it is convertible to an equity instrument.

Business Entity	Instrument of Ownership	Position of Management
Engelhard Minerals & Chemicals	Common Stock	None
Textron Corporation	Common Stock	None

(If additional space needed please attach supplemental listing, unsealed.)

2. List the name, address and type of practice of any professional organization in which the person reporting, or his spouse, is an officer, director, or partner, or serves in any advisory capacity, from which income of $1,000 or more was derived during the preceding calendar year.

Name	Address	Type of Practice
Fernand J. St Germain	121 Woodland Rd., Woonsocket, R. I.	Legal

3. List the source of each of the following items received during the preceding calendar year:

(a) Any income from a single source for services rendered (other than from the U.S. Government) exceeding $5,000 and not reported in section 2 above.

(b) Any capital gain from a single source exceeding $5,000, other than from the sale of a residence occupied by the person reporting. (As reportable to IRS.)

(c) Reimbursement for expenditures (other than from the U.S. Government) exceeding $1,000 in each instance.

April 27, 1971
(Date of filing)

Fernand J. St Germain
(Signature of Declarer)

NOTE: [illegible] TO BE TAKEN INTO ACCOUNT IN THIS REPORT

APPENDIX A

1150 CONNECTICUT AVENUE
WASHINGTON, D.C. 20036
(202) 457-6116

March 4, 1986

LEGAL CONFIDENTIAL

HAND CARRIED

Ralph L. Lotkin, Chief Counsel
Committee on Standards of Official Conduct
U.S. House of Representatives
HT-2, The Capitol
Washington, D.C. 20575

Re: Honorable Fernand J. St Germain

Dear Mr. Lotkin:

Enclosed are reports of travel on corporate aircraft we are submitting to you according to our arrangement with you to provide installments of materials in advance of formal presentation. I hope this arrangement will assist you in your inquiry, and help bring it to a conclusion at the earliest feasible date.

These documents, like the ones submitted to you in our earlier submission, are being given with the understanding that they will be treated as confidential and will be fully protected by the Committee's rules and practices concerning confidentiality.

At the Congressman's request, Florida Federal made a search of its records to determine the number of flights taken. It is our understanding that these are the only flights that were taken. Mr. Murphy and I have still not completed our review of this matter.

The following are brief comments for each trip report:

1. March 28, 1979 - This trip was not a gift. It was taken in connection with the Congressman's purchase of his Florida condominium from a Florida Federal subsidiary.

2. March 19, 1980 - The Congressman took this flight at a time when the plane was already scheduled to go to Florida.

3. May 7, 1980 - The Congressman took this trip to make a speech before the National Association of Mutual Savings Banks in Orlando, Florida. Disclosure of the receipt of this travel was made in Part II A of the 1980 EIGA Financial Disclosure Statement filed May, 1981.

4. December 3, 1982 - The Congressman took this trip of only 165 miles in connection with the making a speech to the Securities Industry Assocition in Boca Raton, Florida. Disclosure of the receipt of this travel was made in Part II A of the 1982 EIGA Financial Disclosure Statement filed May, 1983.

5. February 21, 1983 - The Congressman took this flight at a time when the plane was already scheduled to go to Florida.

6. March 9, 1984 - This trip involved a 434 mile flight in connection with the making a speech before the Florida Council of 100. This was listed on the Congressman's 1984 work sheets, but was inadvertently omitted in transition to the continuation sheet in the final copy. This error was corrected in the January 21, 1986 amendment to the 1984 Financial Disclosure Report. This amendment was filed prior to the Committee's announcement of the commencement of this proceeding. A copy of the January 2 1986 amendment is attached.

7. February 22, 1985 - This trip was taken in connection with the making a speech to the Florida Council of 100. This will be disclosed on the 1985 Financial Disclosure Report which is not due to be filed until May, 1986.

Very truly yours,

Milton P. Semer

Milton P. Semer

TRIP REPORT

TRIP FOR: FFS

REGISTRATION No. N20RG | PRE-FLIGHT BY: Wood | PILOT: ...aldi | CO-PILOT: Wood | DATE: 3/26-30/79

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME
PIE	DCA	820	3	2460	Greene, Hardy, Lettelleir	2.1
DCA	LGA	219	2	438	Greene, Lettelleir	.8
LGA	DCA	219	2	438		.7
DCA-PIE	-DCA	258	1	258	Greene	1.1
DCA	TLH	762	4	3048	Greene, Lettelleir St. Germaine	1.7
TLH	PIE	210	4	840		.8
		2488		7482		7.2

GAL / COST

250 — BALANCE BRT FORWARD 1117.13

THESE FLIGHTS

941 — TOTAL TO DATE 855.94

200 — THIS DATE 165.84

980 — TOTAL TO DATE 781.84

ENGINES | No. 1 | No. 2

PHASE INSPECTIONS: I | II | III | IV

FOR RECEIVER CHECK: No. 1 | No. 2 — DATE — PLACE — TYPE — BY

ALTIMETER SYSTEM TEST: PILOT — CO-PILOT

TOTALS BRT FORWARD | TOTALS | TIME TODAY | TRIP MILES | PAX MILES | TIME

DIRECT COSTS

FUEL & OIL	CREW	LAND & PARK	CREW TRANSP.	MEALS & LODG	OTHER	ENG. RES	TOTAL
		DCA 119.55			APU DCA 15.50		
		PHL 20.00			PHL 3.25		
					TLH 10.40		

CHARGE TO

COST CODE	FUEL	EXPENSES	PILOTS Araldi	PILOTS Wood	TOTAL
01-010-4142	390.91		$70.00	$83.00	
02-010	390.91		70.00	83.00	
07-612					

DISCREPANCIES	BY

CORRECTIVE ACTION	Araldi	Wood
P/D	$140.00	$140.00
Tips		20.00
Cabs		6.00
		$166.00

CERT No. & RATING: — SIGNATURE — MAINTENANCE RELEASE

TRIP REPORT

TRIP FOR: FFS

REGISTRATIO Io. N20RG | PRE-FLIGHT BY: Wood | PILOT: , di | CO-PILOT: Wood | DATE: 3/1980

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME	GAL / COST
PIE	DCA	820	3	2460	Greene, Rummel, Knowlton	2.0	827 / 984.95
DCA	PIE	820	4	3200	Same plus St. Germain	2.1	1070 / 1508.96
		1640		5740		4.1	TOTAL TO DATE

ENGINES | No. 1 | No. 2

BALANCE BRT FORWARD

THESE FLIGHTS

TOTAL TO DATE

PHASE INSPECTIONS

	I	II	III	IV
TO DATE				
LESS				
TIME TO GO				

VOR RECEIVER CHECK

No. 1

No. 2

DATE

PLACE

TYPE

BY

ALTIMETER SYSTEM TEST

PILOT

CO-PILOT

	TOTALS	TIME TODAY	TOTALS BRT FORWARD	
TRIP MILES				
PAY MILES				
TIME				

DIRECT COSTS

FUEL & OIL	CREW	LAND & PARK	CREW TRANSP.	MEALS & LODG	OTHER	ENG RES	TOTAL
23.91		23.75			Supplies $3.00		

CHARGE TO

COST CODE	Skell FUEL	Chevron EXPENSES	PILOTS Araldi	TOTAL Wood
1-010-414	319.63	502.99	3.34	4.34
2-010	319.42	502.99	3.33	4.33
4-050	319.42	502.98	3.33	4.33
17-010	52.38			

DISCREPANCIES	CORRECTIVE ACTION	Araldi	Wood	BY
	P/D	$10.00	$10.00	
	Tips		3.00	
			$13.00	

MAINTENANCE RELEASE

I CERTIFY THAT THE CORRECTIVE ACTIONS LISTED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE REQUIRED [illegible] INSPECTIONS HAVE BEEN MADE AND THE CRAFT IS APPROVED FOR RETURN TO SERVICE

CERT. No. & RATINGS

SIGNATURE

TRIP REPORT

TRIP FOR: FFS

REGISTRATION No. N20RG | PRE-FLIGHT BY: Wood | PILOT: Araldi | CO-PILOT: Wood | DATE: 5/7/1980

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME
PIE	DCA	820	3	2460	R. Greene, L. Greene, N. Easterling	2.1
No Flite						
DCA	ORL	710	4	2840	Same plus St. Germain	2.2
ORL	PIE	95	3	285	All but St. Germain	.3
		1625		5585		4.6

GAL / COST	ENGINES	No 1	No 2
848 / 1288.30	BALANCE BRT FORWARD		
	THESE FLIGHTS		
300 / 440.64	TOTAL TO DATE		
650 / 914.42	PHASE INSPECTIONS	I	II III IV
	TO DATE		
	LESS		
TOTAL TO DATE	TIME TO GO		

VOR RECEIVER CHECK

No 1 ... No 2 ...

DATE:
PLACE:
TYPE:
BY:

ALTIMETER SYSTEM TEST

PILOT:
CO PILOT

	TOTALS	TIME TODAY	TOTALS BRT FORWARD	
				TRIP MILES
				PAX MILES
				TIME

DIRECT COSTS

FUEL & OIL	CREW	LAND & PARK.	CREW TRANSP.	MEALS & LODG.	OTHER	ENG. RES	TOTAL
2643.36		40.50 DCA					

CHARGE TO

COST CODE	FUEL			EXPENSES	PILOTS	TOTAL
1-010-4147	Phillips 220 32	Shell 60 90		Chevron 457 21	Araldi 80 00	Wood 82 50
1-020	220 32	60 90		457 21	80 00	82 50

DISCREPANCIES

Approved: [signature]
Chief Pilot

CORRECTIVE ACTION

	Araldi	Wood	BY
P/D	160.00	160.00	
Tips and coffee		5.00	
		165.00	

CERT No & RATINGS

SIGNATURE

MAINTENANCE RELEASE

I CERTIFY THAT THE CORRECTIVE ACTIONS STATED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE RECORD ARE ACCURATE. THE INSPECTIONS HAVE BEEN MADE AND THE AIRCRAFT IS APPROVED FOR RETURN TO SERVICE

147

TRIP REPORT

SIA2 TRIP FOR: FFS

REGISTRATION No. N?KK | PRE-FLIGHT BY: Vernon | PILOT: Vernon | CO-PILOT: | DATE: 12/3/82

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME	GAL / COST
PIE	FMY	90	2	180	Fletcher and Richardson	.7	FUEL
FMY	PBI	100	0	0		.6	
PBI	PIE	165	1	165	St. Germain	.9	
PIE	FMY	90	0	0		.7	
FMY	PIE	90	2	180	Fletcher-Richardson	.5	
PIE	MLB	110	2	220	Kimbro-Simpson	.8	
MLB	LAL	75	0	0		.4	TOTAL TO DATE
		720		745		4.6	

ENGINES | No. 1 | No. 2

BALANCE BRT FORWARD

THESE FLIGHTS

TOTAL TO DATE

PHASE INSPECTIONS — I | II | III | IV

TO DATE

LESS

TIME TO DO

VOR RECEIVER CHECK

No. 1

No. 2

DATE

PLACE

TYPE

BY

ALTIMETER SYSTEM TEST

PILOT

CO-PILOT

	TOTALS	TIME TODAY	TOTALS BRT FORWARD	
				TRIP MILES
				PAX MILES
				TIME

DIRECT COSTS

FUEL & OIL	CREW	LAND & PARK	CREW TRANSP.	MEALS & LODG	OTHER	ENG RES	TOTAL

CHARGE TO

COST CODE	FUEL	EXPENSES	PILOTS	TOTAL
03-021-1112	Texaco / Chevron		Vernon 7.90	
07-010-4142	48.27 / 118.62			
	342.05			

ITEM NO.	DISCREPANCIES	CORRECTIVE ACTION	BY
		Tach time out 187.3 - in 191.9 = 4.6	

CERT No. & RATINGS

SIGNATURE

MAINTENANCE RELEASE

I CERTIFY THAT THE CORRECTIVE ACTIONS NOTED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE REQUIRED AIRCRAFT INSPECTIONS HAVE BEEN MADE AND THAT A E CRAFT IS APPROVED FOR RETURN TO SERVICE

TRIP REPORT

TRIP FOR: FFS

REGISTRATION No. N20RG | PRE-FLIGHT BY: Wood | PILOT: Araldi | CO-PILOT: Wood | DATE: 3/21-23/83

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME	GAL COST
PIE	DCA	820	2	1640	Greene, St. Germain	2.0	750 1383.75
DCA	GNV	700	1	700	Greene	1.8	500 1011.74
GNV	MIA	320	1	320		.8	700 410.95
MIA	PIE	220	1	220		.7	850 1457.75
		2060		2880		5.3	TOTAL TO DATE

ENGINES | No. 1 | No. 2

BALANCE BRT FORWARD
THESE FLIGHTS
TOTAL TO DATE

PHASE INSPECTIONS | I | II | III | IV

TO DATE
LESS
TIME TO GO

VOR RECEIVER CHECK
No 1
No 2
DATE
PLACE
TYPE
BY:

ALTIMETER SYSTEM TEST
PILOT
CO PILOT

	TOTALS	TIME TODAY	TOTALS BRT FORWARD
TRIP MILES			
PAX MILES			
TIME			

DIRECT COSTS

FUEL & OIL	CREW	LAND & PARK.	CREW TRANSP.	MEALS & LODG	OTHER	ENG. RES	TOTAL
4264.19		7.00-20.00 4.00-15.00-7.00					

CHARGE TO

COST CODE	FUEL	EXPENSES	PILOTS Wood	TOTAL Araldi
02-011-4142	Gulf 153.50 1015.24 Citgo 432.95	Cleaning 1457.75	149.90	3.69
07-010				10.00

ITEM No.	DISCREPANCIES	CORRECTIVE ACTION	Wood	Araldi	BY
		Hotel, meals, tips	149.90		
		Cleaning		3.69	
		Supplies		10.00	

MAINTENANCE RELEASE

I CERTIFY THAT THE CORRECTIVE ACTIONS LISTED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE REQUIRED AIR WORTHINESS INSPECTIONS HAVE BEEN MADE AND THE AIRCRAFT IS APPROVED FOR RETURN TO SERVICE

CERT No & RATINGS

SIGNATURE

TRIP REPORT

TRIP FOR: FFS

REGISTRATION NO. N2KK | PRE-FLIGHT BY: Vernon | PILOT: Vernon | CO-PILOT: | DATE: 3/10/84

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT TIME	GAL / COST
FE	MIA	217	0			1.1	FUEL
FA	TPA	217	2	434	Nix, St.Germain	1.1	
FA	PIE	9	0				
		443	434			2.3	TOTAL TO DATE

ENGINES | No. 1 | No. 2

BALANCE BRT FORWARD

THESE FLIGHTS

TOTAL TO DATE

PHASE INSPECTIONS

	I	II	III	IV
TO DATE				
LESS				
TIME TO GO				

VOR RECEIVER CHECK

No 1 | No 2

DATE:

PLACE:

TYPE:

BY:

ALTIMETER SYSTEM TEST

PILOT:

CO PILOT:

	TOTALS BRT FORWARD	TIME TODAY	TOTALS
TRIP MILES			
PAX MILES			
TIME			

DIRECT COSTS

FUEL & OIL	CREW	LAND. & PARK.	CREW TRANSP.	MEALS & LODG.	OTHER	ENG. RES.	TOTAL

CHARGE TO

COST CODE	FUEL	EXPENSES	PILOTS	TOTAL
0110-4142	Chevron 152.52			

DISCREPANCIES	CORRECTIVE ACTION	BY.
	Tach time out 239.8 - in 242.1 = 2.3	

MAINTENANCE RELEASE:

I CERTIFY THAT THE CORRECTIVE ACTIONS LISTED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE REQUIRED AIR WORTHINESS INSPECTIONS HAVE BEEN MADE AND THE AIRCRAFT IS APPROVED FOR RETURN TO SERVICE

CERT No. & RATINGS

SIGNATURE

TRIP REPORT

TRIP FOR: FPS

REGISTRA. N No. N20RG | PRE-FLIGHT BY: Wood | PILOT: Araldi | CO-PILOT: Wood | DATE: 2/22-23/85

FROM	TO	TRIP MILES	NO PAX	PAX MILES	PAX MANIFEST	FLT. TIME	GAL / COST
PIE	MIA	220	4	880	Greene, Nix, St.Germain, Alofsin	.6	FUEL 100
MIA	PIE	220	4	880		.7	600
		440		1760		1.3	TOTAL TO DATE

ENGINES | No. 1 | No. 2

BALANCE BRT FORWARD

THESE FLIGHTS

TOTAL TO DATE

PHASE INSPECTIONS

	I	II	III	IV
TO DATE				
LESS				
TIME TO GO				

VOR RECEIVER CHECK

No. 1

No. 2

DATE:

PLACE:

TYPE:

BY:

ALTIMETER SYSTEM TEST

PILOT:

CO PILOT:

	TOTALS	TIME TODAY	TOTALS BRT. FORWARD	
TRIP MILES				
PAX MILES				
TIME				

DIRECT COSTS

FUEL & OIL	CREW	LAND. & PARK.	CREW TRANSP.	MEALS & LODG.	OTHER	ENG. RES	TOTAL
1212/25		4.00 + 15.00					

CHARGE TO

COST CODE	FUEL	EXPENSES	PILOTS	TOTAL
	Citgo Chevron		Wood	Araldi
02-011	219.25 1020.		152.98	63.96
07-010				15.18

ITEM No.	DISCREPANCIES	CORRECTIVE ACTION	Wood	Araldi	BY:
		Hotel, meals, tips	152.98		
		Meals		63.96	
		Supplies		15.18	

CERT. No & RATINGS

SIGNATURE

MAINTENANCE RELEASE

I CERTIFY THAT THE CORRECTIVE ACTIONS LISTED BELOW HAVE BEEN MADE IN ACCORDANCE WITH FAR PART 43 AND THE REQUIRED AIR WORTHINESS INSPECTIONS HAVE BEEN MADE AND THE AIRCRAFT IS APPROVED FOR RETURN TO SERVICE

J. ST GERMAIN
RHODE ISLAND

HOUSE OFFICE BUILDING
WASH. DC 20515
202-225-4911

E. FOGARTY BUILDING
WEST W. 02903
(401-528-5050

FAX TELEPHONE
202-862-8110

Congress of the United States
House of Representatives
Washington, DC 20515

BANKING, FINANCE AND URBAN AFFAIRS COMMITTEE

CHAIRMAN, SUBCOMMITTEE ON FINANCIAL INSTITUTIONS SUPERVISION REGULATION AND INSURANCE

January 21, 1986

Amendment to 1984 Report

Honorable Julian C. Dixon
Chairman, Committee on Standards of
Official Conduct
House of Representatives
Washington, D.C. 20515

Dear Mr. Chairman:

It has been brought to my attention that an entry in my 1984 Financial Disclosure Report was lost in transition from page 1 to the continuation page concerning my speech to the Florida Council of 100. The entry should read as follows:

II. Gifts & Reimbursements

Florida Council of 100 - Miami, Fl., March 9, 1984

Please consider this letter my amendment to that Report.

Thank you for your consideration.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:jj

May 8, 1986

Mr. Brian P. Murphy
Reed Smith Shaw & McClay
1150 Connecticut Avenue
Washington, DC 20036

RE: SH&E Report Dated March 10, 1986 Concerning
Commercial Air Travel Fares

Dear Mr. Murphy:

You called to my attention that in Attachment 1 of our report dated March 10, 1986, Trip No. 1 was actually a continuous trip between Washington, DC and Tampa, which operated via Tallahassee and not Washington DC-Tallahassee, as indicated on the Table.

The fare and service information for this corrected city-pair designation, for the date of March 1, 1979 is as follows:

City Pair: Washington, DC - Tampa
Y Coach Fare: $98 (Including Tax)
Single Plane Flights: 8 Daily Flights

The Y Coach Fare is the totally unrestricted coach fare. There were other less expensive fares available for travel in the market.

The source of the fare and service information stated above is the Official Airline Guide, March 1, 1979. Attached is a photocopy of the information.

Please let me know if there is any additional information that you need.

Sincerely,

Richard J. Murphy

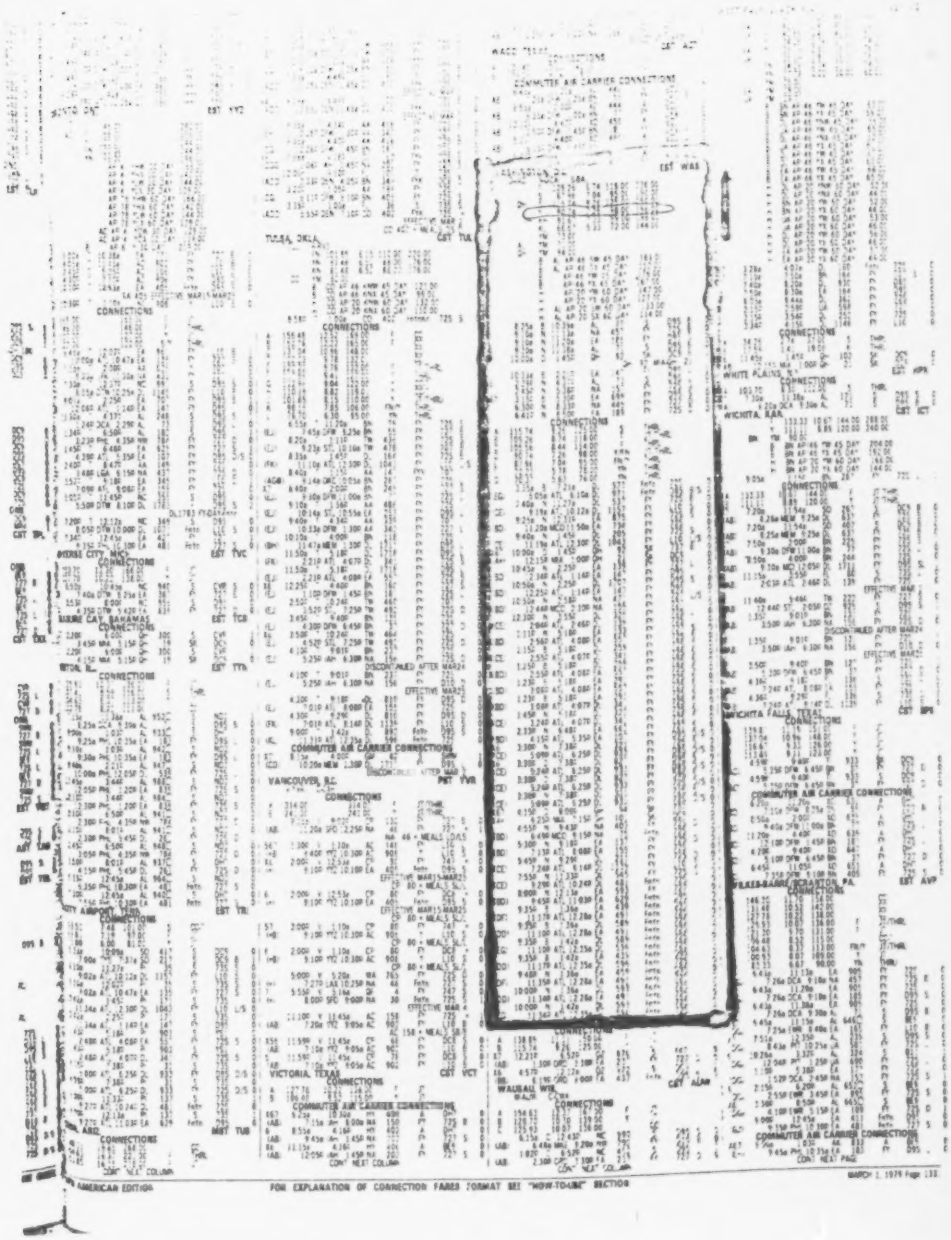
Richard J. Murphy
Senior Associate

RJM:cew
Enclosure

SIMAT, HELLIESEN & EICHNER, INC.

One University Office Park 29 Sawyer Road Waltham, MA 02154 (617) 894-6214
Telex Domestic 951267, International 4430096 Cable SIMATINC

BOSTON • NEW YORK


COMMUTER AIR CARRIER CONNECTIONS
WHITE PLAINS
WICHITA, KAN.
WICHITA FALLS, TEXAS
VANCOUVER, B.C.
VICTORIA, TEXAS
WAUSAU, WIS.
WILKES-BARRE/SCRANTON, PA.
CONNECTIONS
FOR EXPLANATION OF CONNECTION FARES FORMAT SEE "HOW-TO-USE" SECTION
AMERICAN EDITION
MARCH 1, 1979

U.S. House of Representatives
COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

May 5, 1986

Mr. David E. Knowlton
Senior Vice President
Florida Federal Savings & Loan
360 Central Avenue
Post Office Box 1509
St. Petersburg, Florida 33731

Dear Mr. Knowlton:

On April 8, 1986, this Committee received your affidavit dated April 3, 1986. Based upon our analysis of that document and other relevant information, there are several matters that require clarification or amplification.

First, we wish you to state whether all aircraft flight logs or trip reports were reviewed with respect to all aircraft owned and/or leased by Florida Federal Savings & Loan (FFS) from January 1, 1977, through the present date, including those aircraft that are not now in the possession of Florida Federal.

We also have a question regarding aircraft trip reports. Specifically, on some trip reports no name appears on the line under the column "PAX Manifest." Would it be a reasonable factual conclusion that in such cases the passengers would be the same as those identified on the above (prior) line.

Next, you stated in your affidavit that you have "caused a careful search to be made of all of the Association's trip reports from January 1, 1977 to the present time which show Representative Fernand J. St Germain." Were there any trips in which you could not identify the passengers or in which no passengers are named?

Finally, we would like you to explain what precipitated FFS to supply air transportation to Representative St Germain, including the requesting and authorizing individual, for all flights you have previously identified as having been provided to the Congressman. (Please provide this Committee

66-076 O—87——6

with any supporting documentation concerning such request and authorization.)

Thank you for your cooperation.

Sincerely,

Ralph L. Lotkin
Chief Counsel

RLL:RJP

David H. Knowlton

Executive Office
One Fourth Street North
Post Office Box 1509
St. Petersburg, Florida 33731
Telephone (813) 893-1221

May 12, 1986

Mr. Ralph L. Lotkin
Chief Counsel
U.S. House of Representatives
Committee on Standards of
Official Conduct
Suite HT-2, US Capitol
Washington, DC 20515

Dear Mr. Lotkin:

This letter is being written in response to several questions posed in your letter of May 5, 1986.

First you asked if we have reviewed all flight logs from January 1, 1977. Also whether that relates to the jet airplane or any aircraft we leased. The answer to both is yes, we have carefully reviewed each flight log.

The next question asked if a trip has several destinations yet the flight manifest only indicated the passengers by name on the first leg of that trip--could one conclude that the same passengers were aboard for the remaining legs. Answer is yes.

The next question you asked was if a careful search has been made of the trip reports to determine whether Congressman St. Germain was a passenger on a trip where no names are included. My response is that to the best of my knowledge his name was included at some point on all logs where he was in fact a passenger.

Finally you asked for us to describe how flight authorization is made or documented. All flight request were made through this office which in turn received authorization from the Office of the President and Chairman of the Board. In addition, Florida Federal never supplied air transportation at Congressman St. Germains request. On those few occasions when he did travel on our aircraft it was only if our schedule was convenient to him, he was welcome to catch a ride.

If you need additional information or clarification, please feel free to contact my office.

Sincerely,

David H. Knowlton
Senior Vice President

DHK/arn

$496.00

496.00

496.00

$496.00

3720-191579-51005

04/27/79

FOR HELP WITH ANY PROBLEM OR QUESTION ABOUT YOUR ACCOUNT, CALL TOLL-FREE 800-327-4300.

3720-191579-51005 Listing of Charges and Credits 06981 01 01

				Charges	Credits
10063609	04	ALLEGHENY AIRLINES	082	12400	
00063509	79	PAYMENT RECEIVED - THANK YOU	04/06		49600
10068510	04	ALLEGHENY AIRLINES	087	12400	
10042810	3	ALLEGHENY AIRLINES	093	6200	
10066710	8	ALLEGHENY AIRLINES	099	6200	
10066710	8	ALLEGHENY AIRLINES	099	12400	

PAGE TOTAL 49600 49600
ACCOUNT TOTAL 49600 49600

Charge Receipts for extended payment plans are included in last month's billing.

13 04 12 06981

Billing Date 04/27/79

0061201915795300120000000E051 *

Please see reverse side for information regarding certain types of charges

UNIVERSAL CREDIT CARD CHARGE FORM

American Airlines 001

MAR 28 79

BUA # 6

001 3720191579 5

TPA-PVD

001

TICKETS NOT TRANSFERABLE
NO CASH REFUNDS

AX

3720 191579 51005

Mar 30 1979

09 78 THRU 09 79 78 AX

09507

Previous Balance	$702.00
New Charges	1,810.00
Credits - Payments	702.00
New Balance	$1,810.00

Card Member Number
3720-191579-51005

Payments or charges received after closing date below will appear next month.
04/30/80

Notice
See reverse side and accompanying statement(s) for important information.

American Express Company: FOR HELP WITH ANY PROBLEM OR QUESTION ABOUT YOUR ACCOUNT, CALL TOLL-FREE 800-327-4300.

Account No. 3720-191579-51005 — Listing of Charges and Credits — 09507 Page 01 of 01

Card No. / Reference No. / Listing of Charges and Credits		Charges	Credits
100619093CHARGE RECORD ENCLOSED	088	17800	
100619093CHARGE RECORD ENCLOSED	088	17800	
000835100PAYMENT RECEIVED - THANK YOU	04/09		70200
100684101CHARGE RECORD ENCLOSED	088	39900	
100684103CHARGE RECORD ENCLOSED	098	17800	
100684103CHARGE RECORD ENCLOSED	098	11300	
100684103CHARGE RECORD ENCLOSED	098	13600	
100684103CHARGE RECORD ENCLOSED	098	27200	
100684109U S AIR INC B	109	17800	
100684109PAN AM WORLD AIRWAYS B	094	17800	
CARD 3720-191579-51005 ——SUBTOTAL——>		181000	70200
PAGE TOTAL		181000	70200
ACCOUNT TOTAL		181000	70200

5/7/80 CK 9648 1,810.00

Billing Date: 04/30/80

Charge Records for extended payment plans are included with your first monthly billing only. 17 22 0E 09507

0102201915795300120000000805 2

Please see reverse side for information regarding certain types of charges.

I ACKNOWLEDGE RECEIPT OF TICKET(S) AND/OR COUPONS FOR RELATED CHARGES DESCRIBED HEREON. PAYMENT IN FULL TO BE MADE WHEN BILLED OR IN EXTENDED PAYMENTS IN ACCORDANCE WITH STANDARD POLICY OF COMPANY ISSUING CARD AND AS REFLECTED IN APPLICABLE TARIFF.

X phone order

UNIVERSAL CREDIT CARD CHARGE FORM

AIRLINE CODE 037

1 CONTRACTOR INVOICE COPY

IF EXTENDED PAYMENT APPLICABLE CIRCLE NO. OF MONTHS: 3 6 9 12

DATE OF ISSUE: 19 MAR 80

DATE AND PLACE OF ISSUE: BETHANY TRAVEL AGENCY INC WASHINGTON DC 09 56262 S A

9468

NAME OF PASSENGER IF OTHER THAN CARDHOLDER	ST/STO. NO.	CONNECTION OF PASSENGER WITH SUBSCRIBER	APPROVAL CODE

COMPLETE ROUTING	PASS NAME	CARRIER	
DCA - TPA	Y	AL	
TPA - PVD	Y	AL	
PVD - DCA	Y	AL	

037 146 7 12 4 8 19

7380.

TICKETS NOT TRANSFERABLE
NO CASH REFUNDS

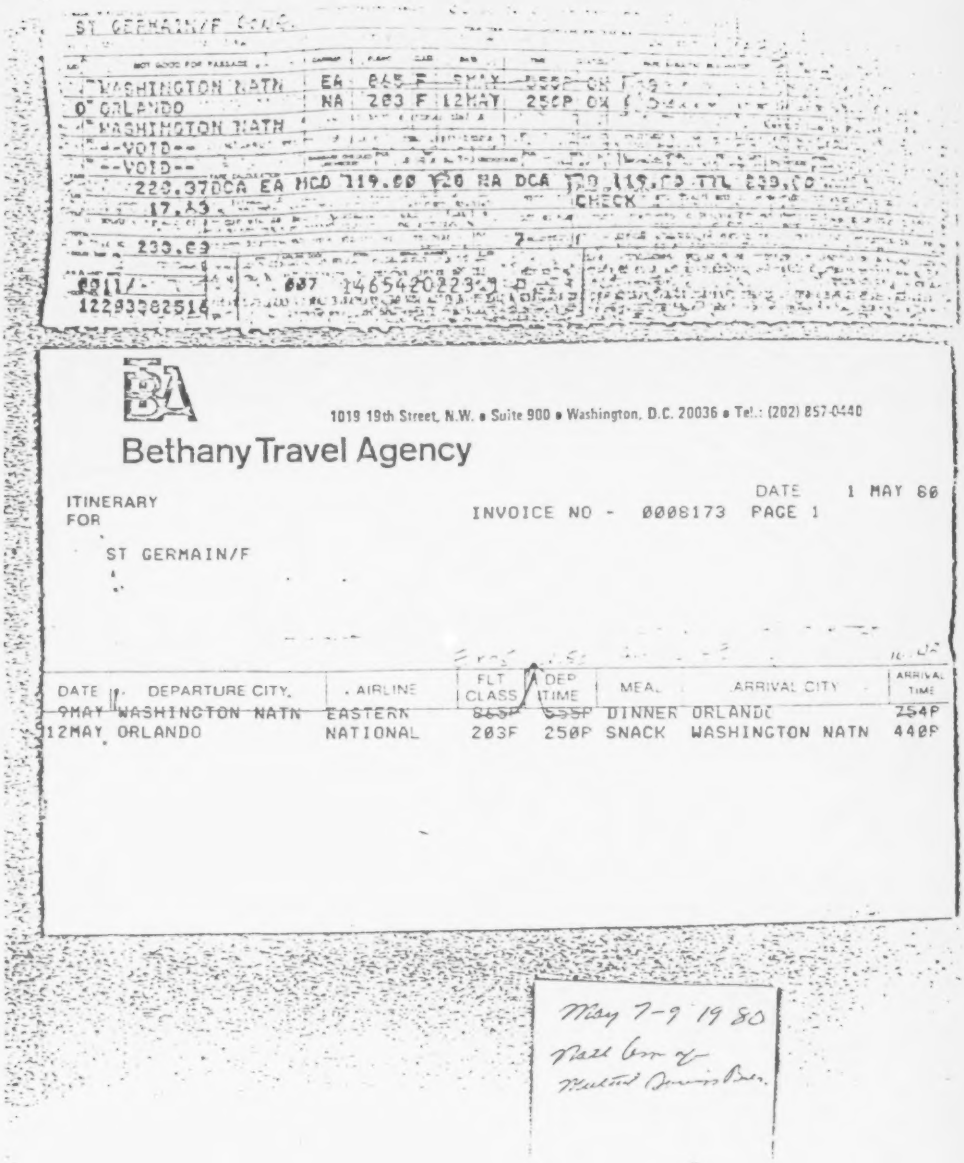
CREDIT CARD NAME/CODE: AMEX

3720 1915 7951 005

9/80

TAX	TOTAL
36945	39.01
29.56	

Mar 19, 1980



ST GERMAIN/F

WASHINGTON NATN	EA	845 F	9MAY	535P	OK	
ORLANDO	NA	203 F	12MAY	250P	OK	
WASHINGTON NATN						

--VOID--
--VOID--
229.37DCA EA MCO 119.00 Y2O NA DCA 100.00 119.63 TTL 339.63
17.63
CHECK
339.63
CASH
CC
122933382514

607 1465420223 9

Bethany Travel Agency

1019 19th Street, N.W. • Suite 900 • Washington, D.C. 20036 • Tel.: (202) 857-0440

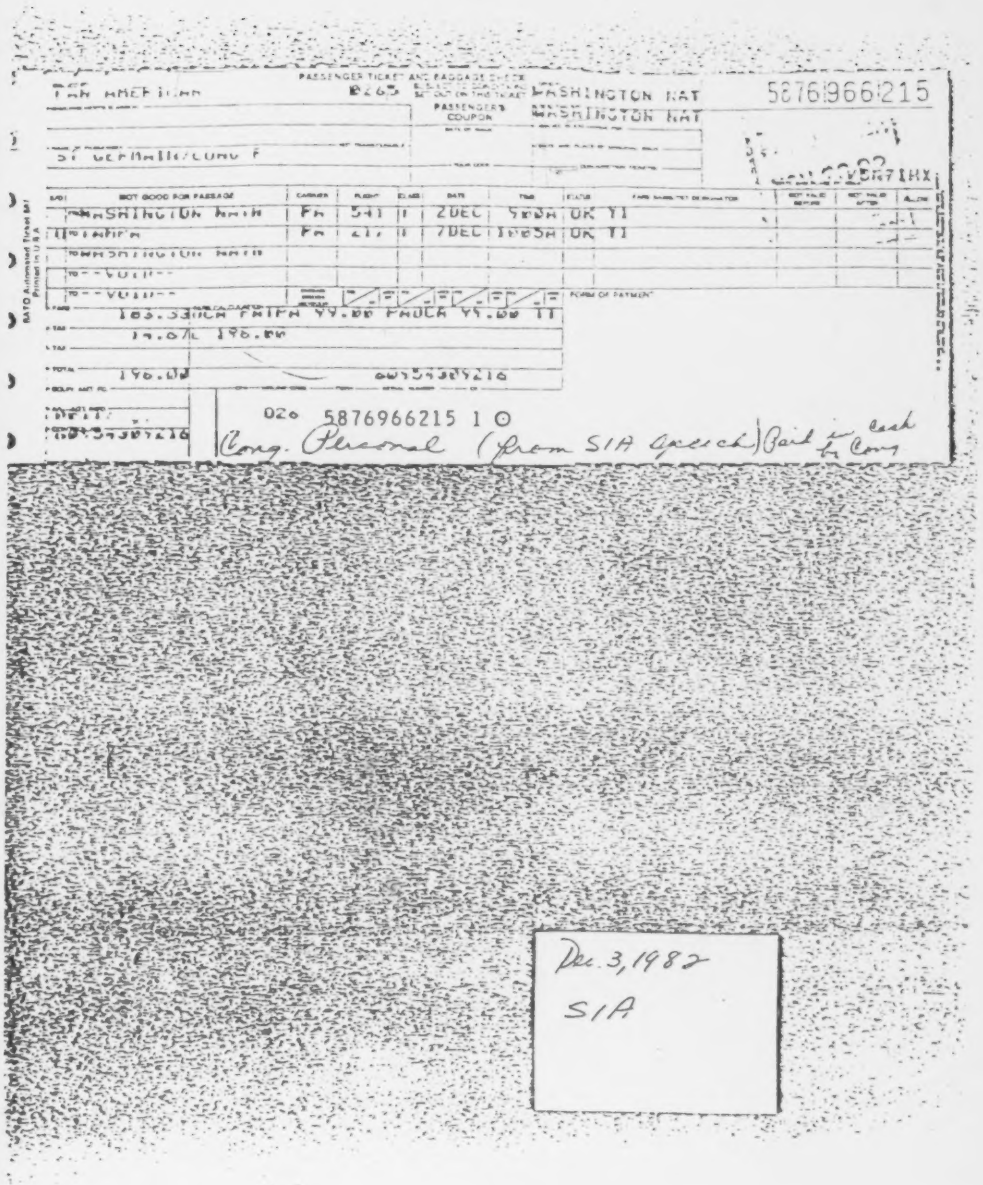
ITINERARY FOR

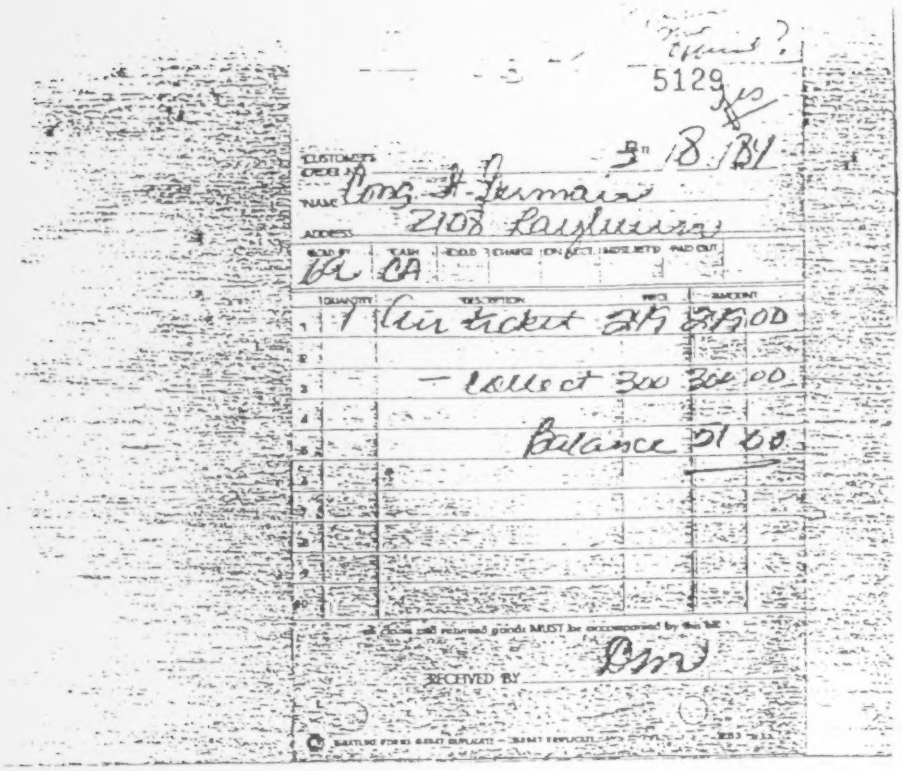
ST GERMAIN/F

DATE 1 MAY 80
INVOICE NO - 0008173 PAGE 1

DATE	DEPARTURE CITY	AIRLINE	FLT CLASS	DEP TIME	MEAL	ARRIVAL CITY	ARRIVAL TIME
~~9MAY~~	~~WASHINGTON NATN~~	~~EASTERN~~	~~845F~~	~~535P~~	DINNER	ORLANDO	~~754P~~
12MAY	ORLANDO	NATIONAL	203F	250P	SNACK	WASHINGTON NATN	440P

May 7-9 1980
Mail Conv of
Mailed Invoice Date


PASSENGER TICKET AND BAGGAGE CHECK
WASHINGTON NAT
5876966215
PASSENGER COUPON
WASHINGTON NAT
WASHINGTON SMITH FM 541 I 20DEC 545A OK YI
FM 217 I 7DEC OK YI
FARE
163.33DCA FMIFM 99.00 FMDCA 99.00 YI
19.67XL 198.00
198.00
020 5876966215 1 O
Cong. Personal (from SIA speech) Paid by cash
Dec. 3, 1982
SIA



5129

3rd 18 84

CUSTOMER'S ORDER NO.

NAME Cong. J. Jeffries

ADDRESS 2108 Langhorne

SOLD BY	CASH	CHARGE	ON ACCT.	MDSE RTD	PAID OUT
VC	CA				

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Air ticket	331	331 00
	- collect	300	300 00
	Balance		31 00

All items sold returned goods MUST be accompanied by this bill

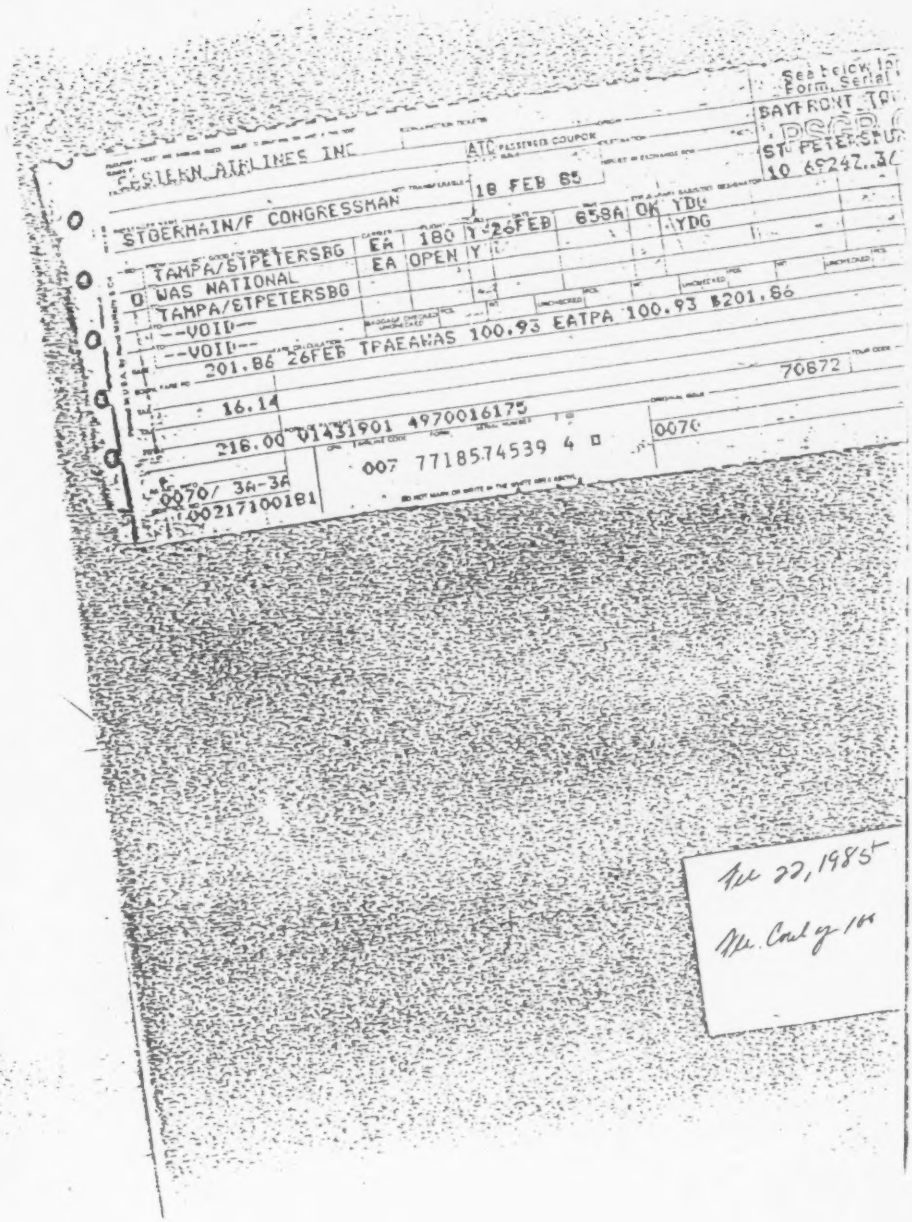
RECEIVED BY DMV

ORIGINAL PINK 1ST COPY DUPLICATE — BLUE 2ND COPY TRIPLICATE

Congressional Travel Services
227 Massachusetts Avenue, N.E.
Suite 320
Washington, D.C. 20002

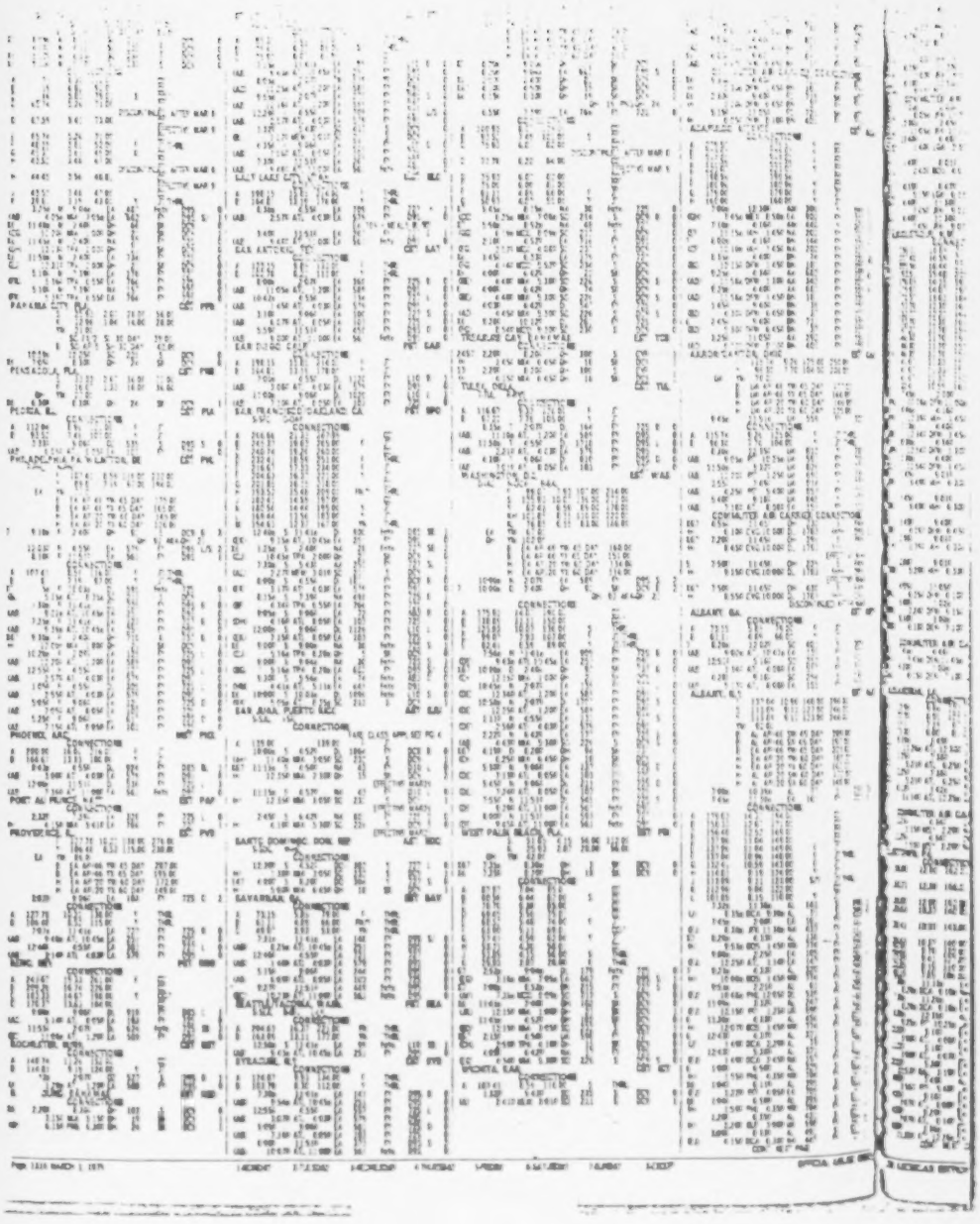
Ms. Cecil J. 100

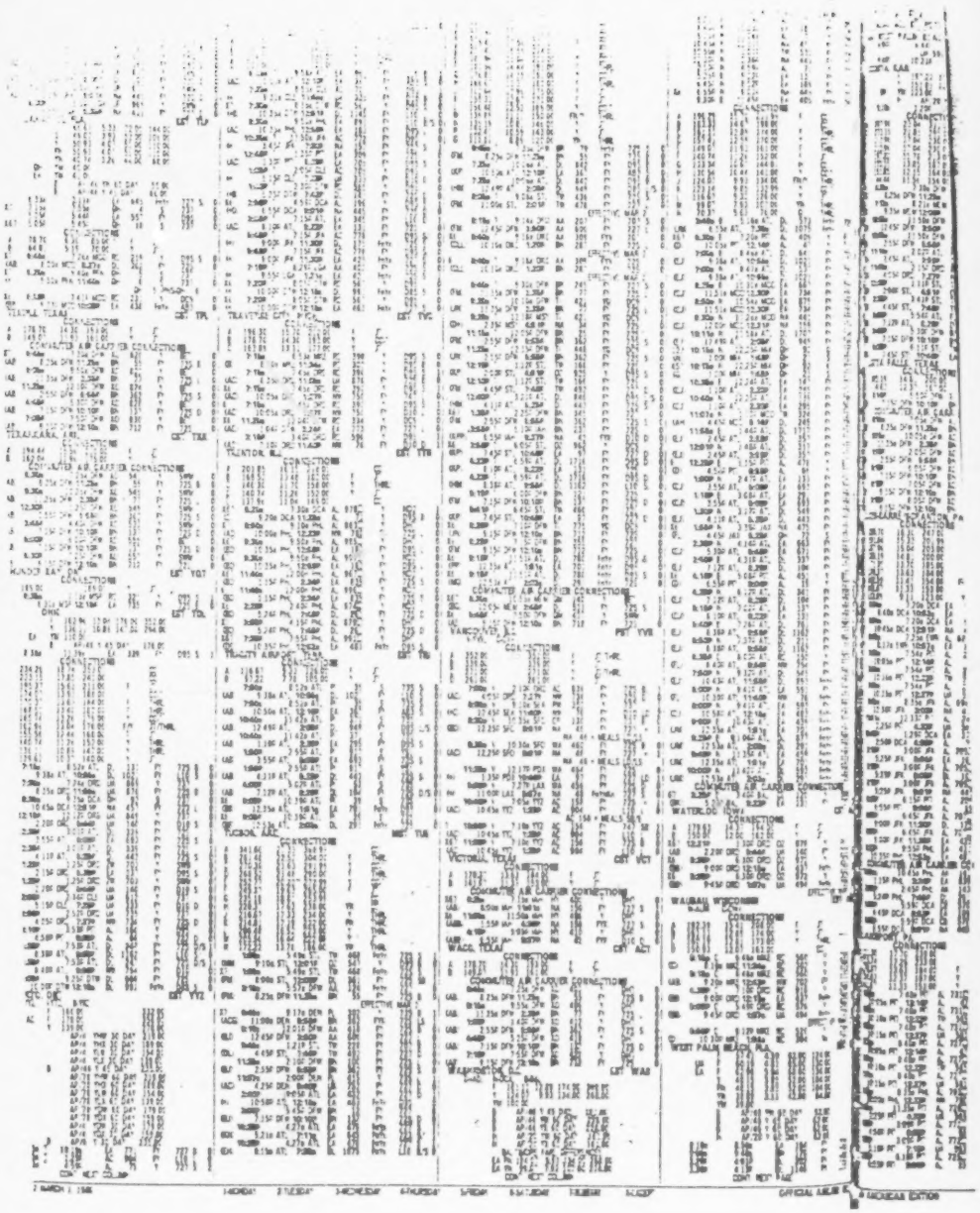
March 9, 1984

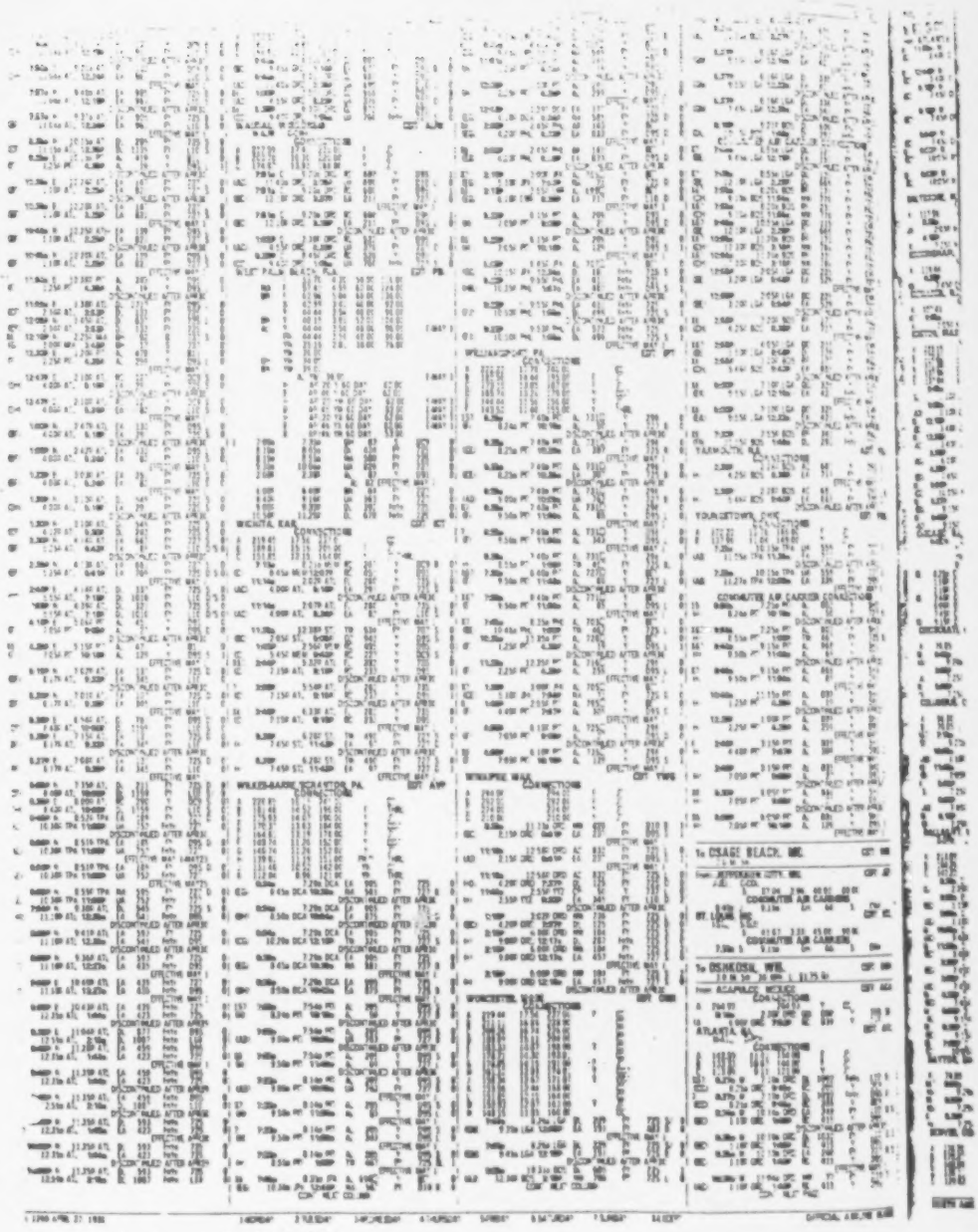

EASTERN AIRLINES INC
ATC PASSENGER COUPON
18 FEB 85
STOERMAIN/F CONGRESSMAN
TAMPA/STPETERSBG EA 180 Y 26FEB 658A OK YDG
WAS NATIONAL EA OPEN Y YDG
TAMPA/STPETERSBG
--VOID--
--VOID--
201.86 26FEB TPAEAWAS 100.93 EATPA 100.93 $201.86
16.14
70872
216.00 01431901 4970016175
0070
007 7718574539 4
0070/ 3A-3A
00217100181
Feb 22, 1985
Mr. Coal y 10

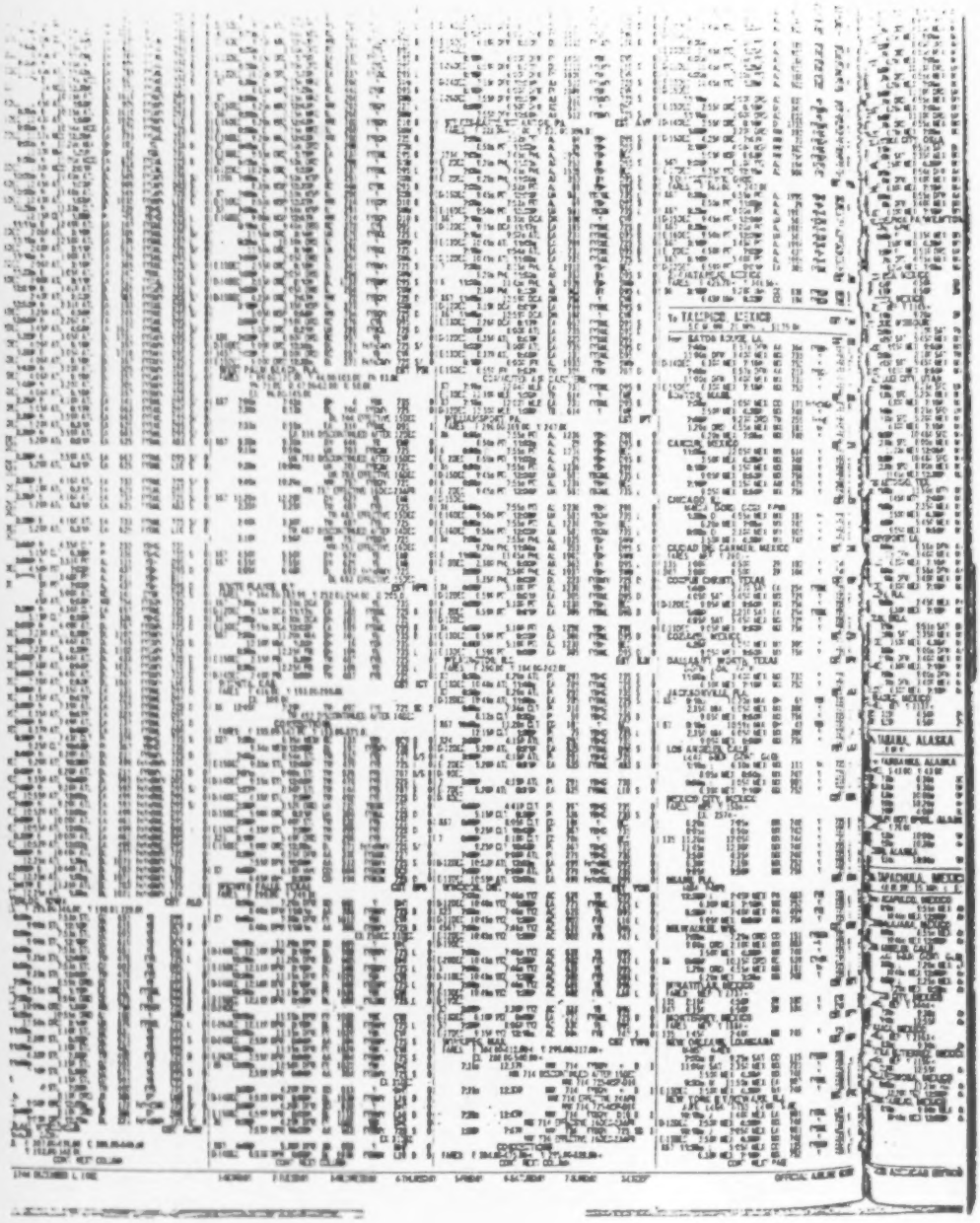
DETAILED FARE ~~INFO~~ AND SERVICE DATA

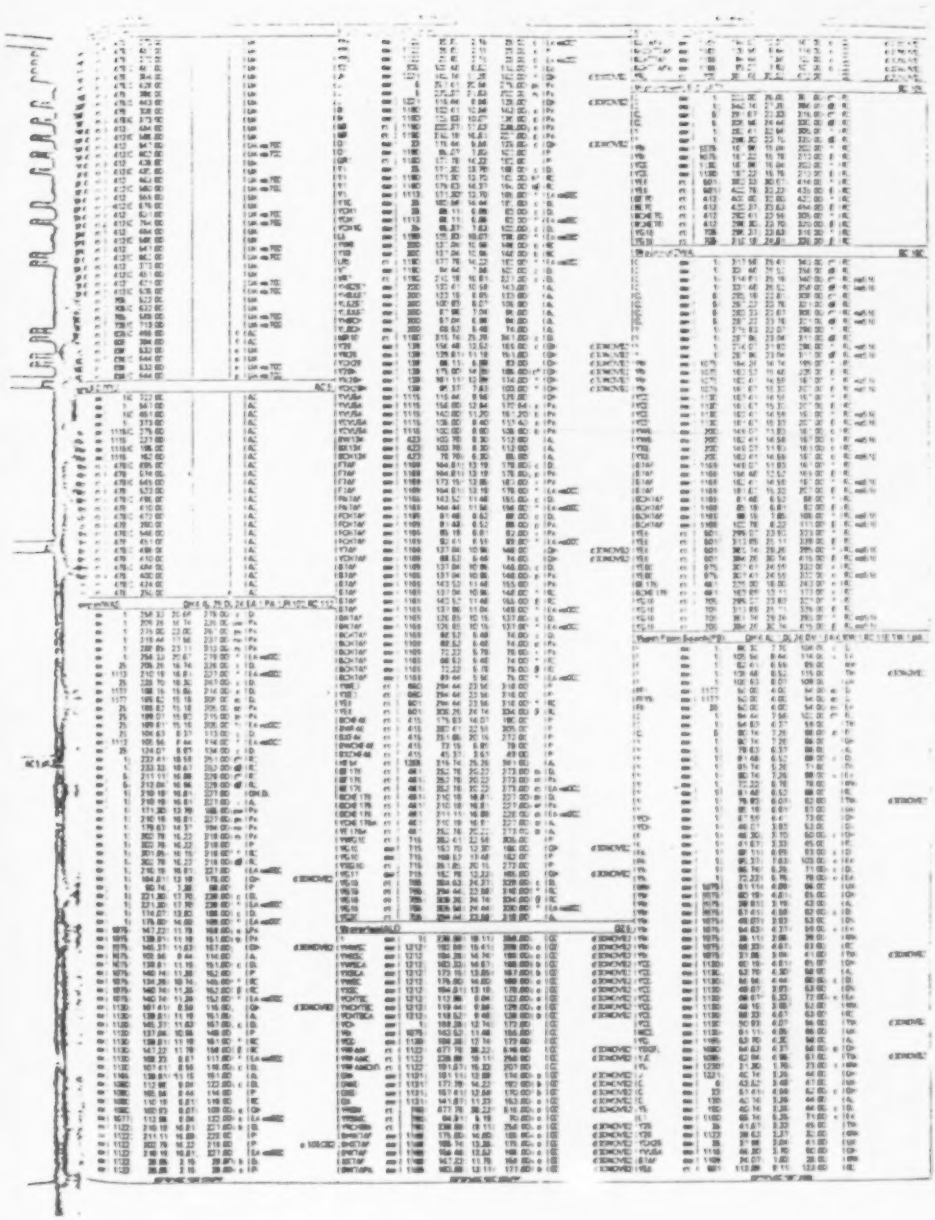
FOR 7 SPECIFIED TRIPS

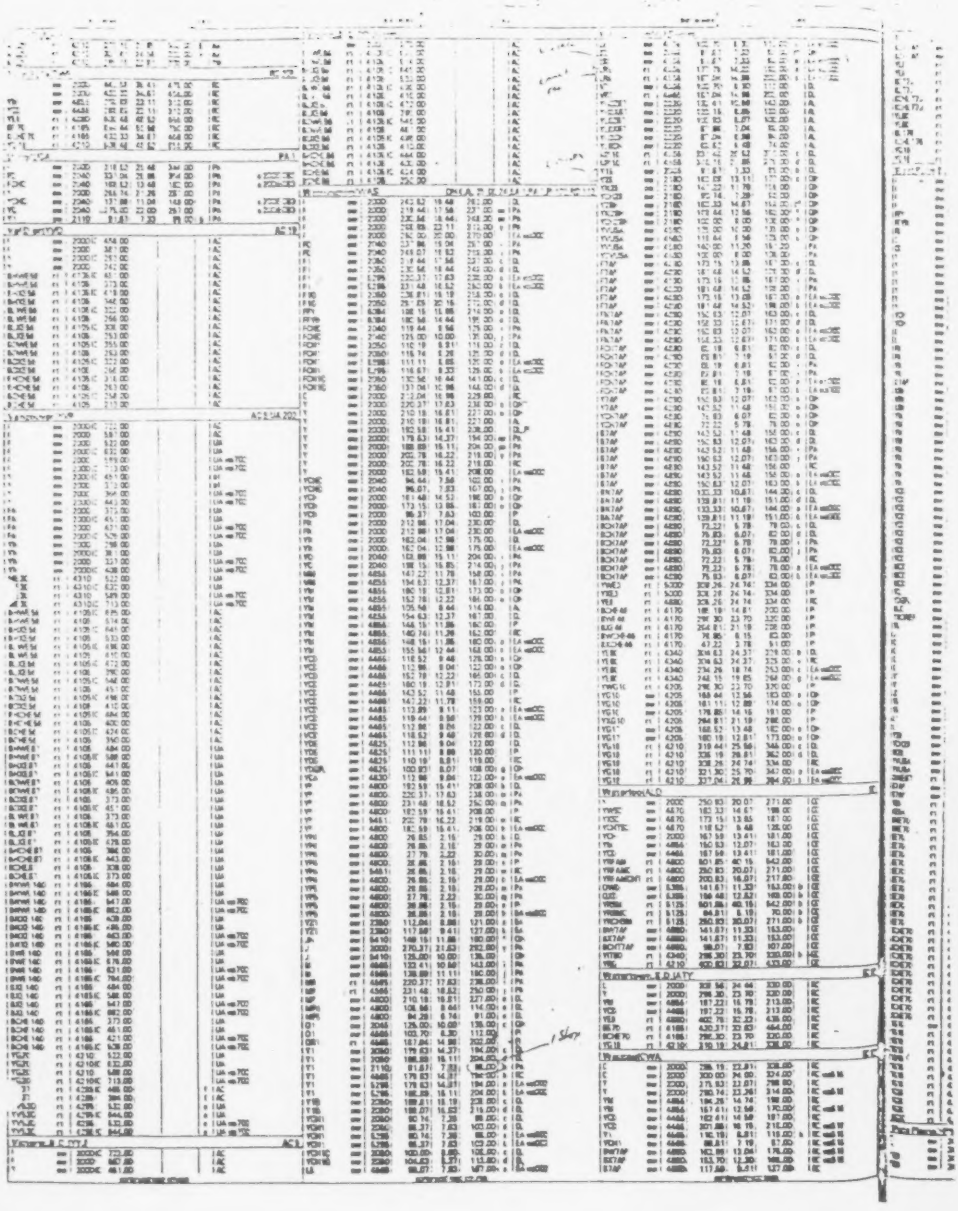


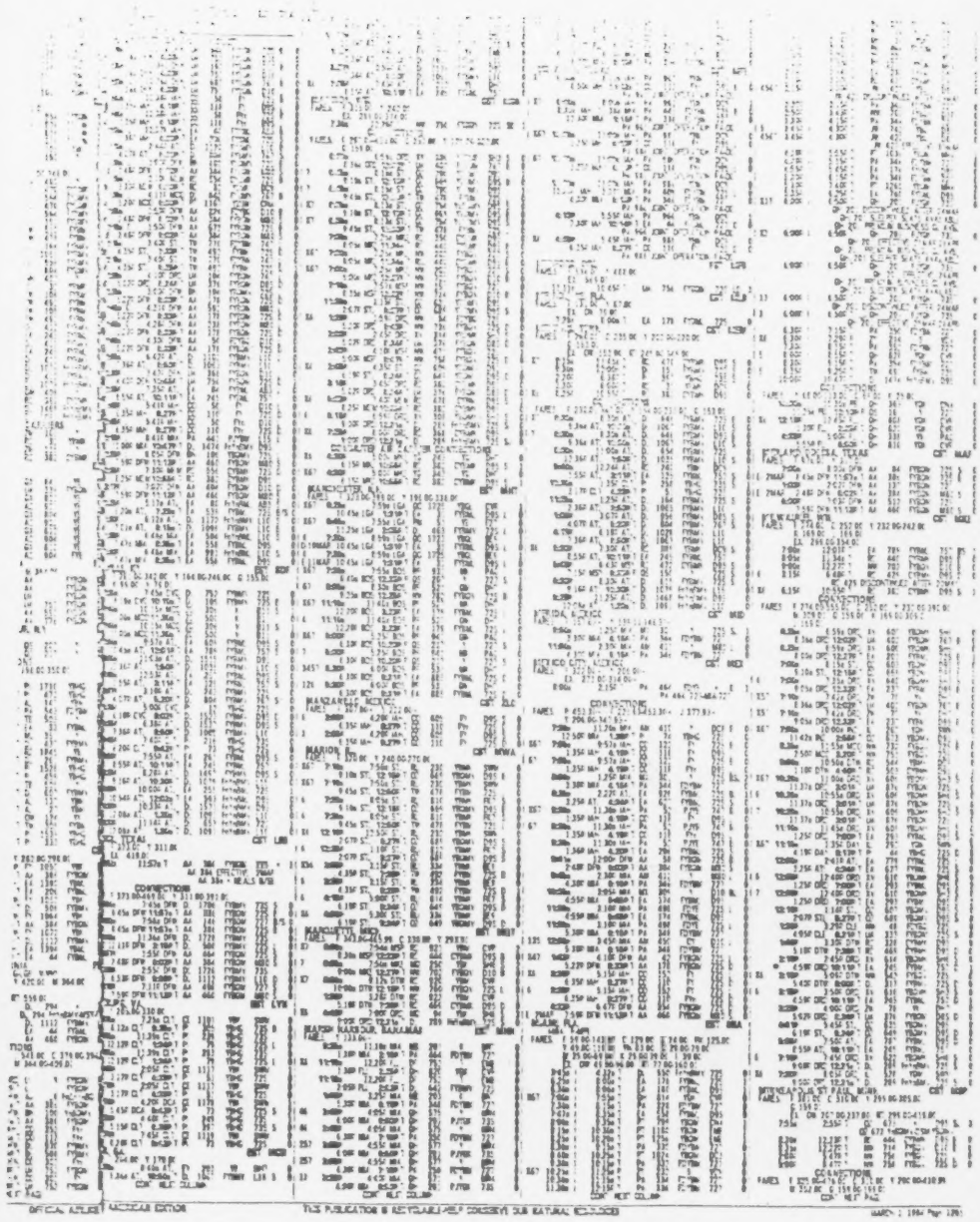


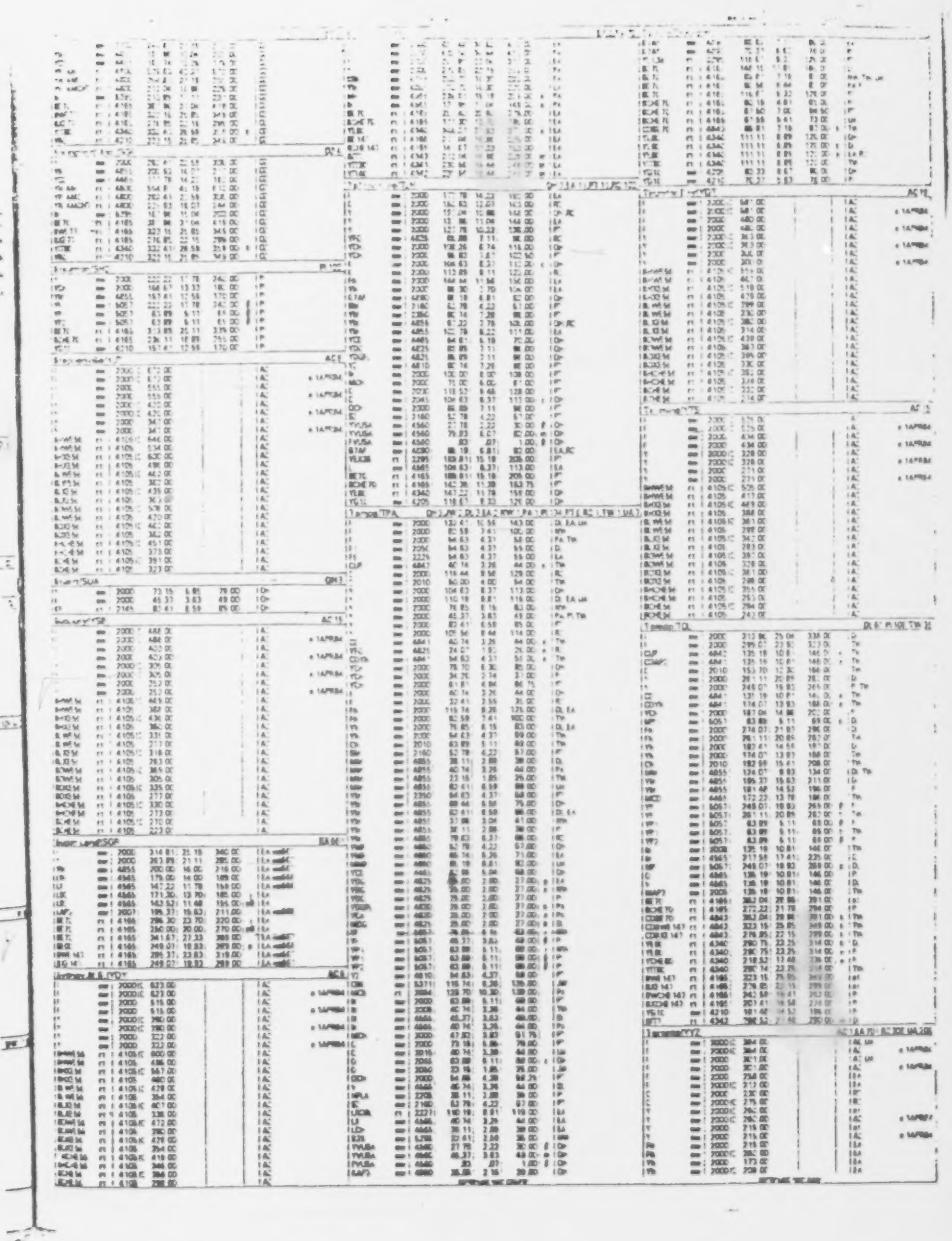


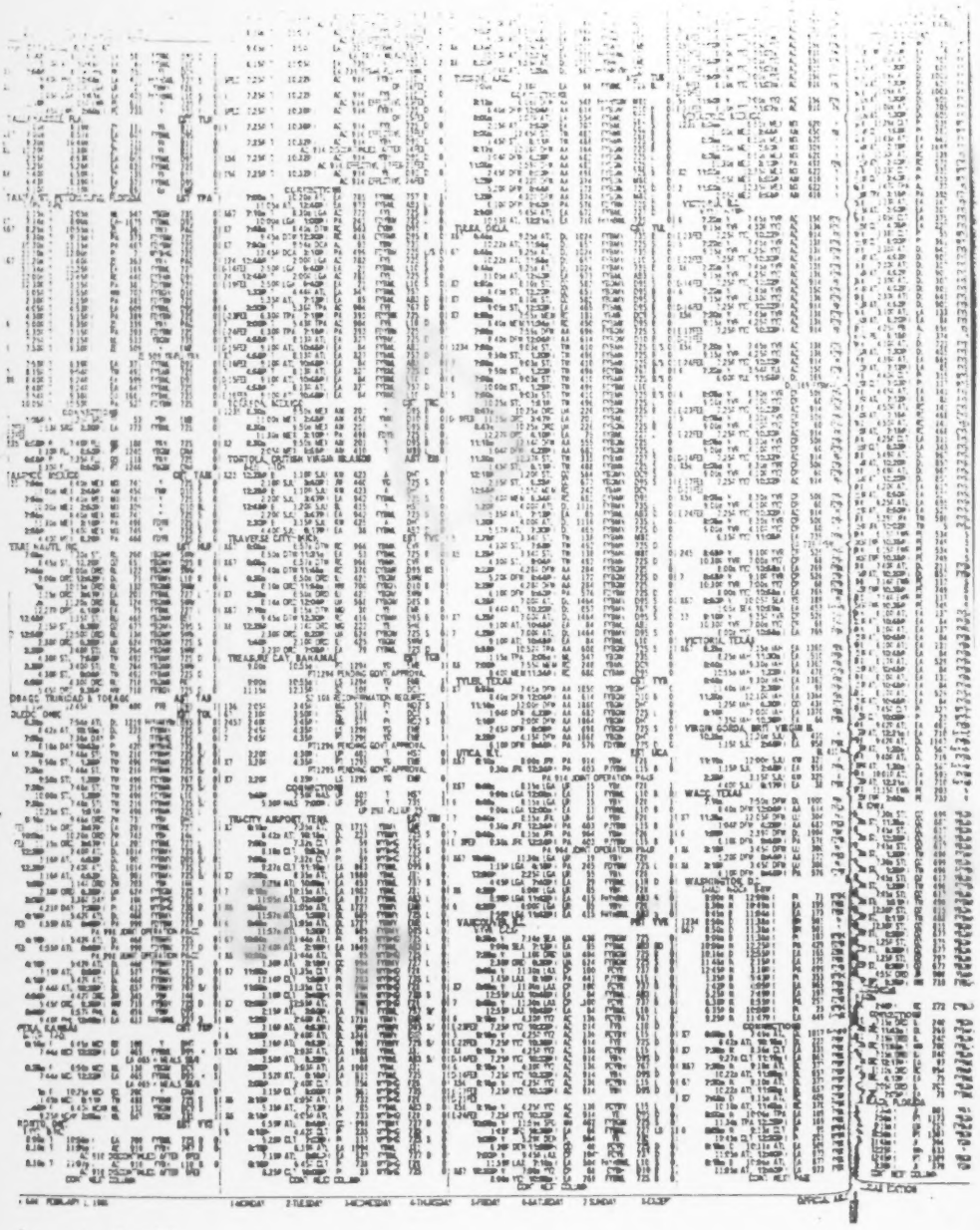


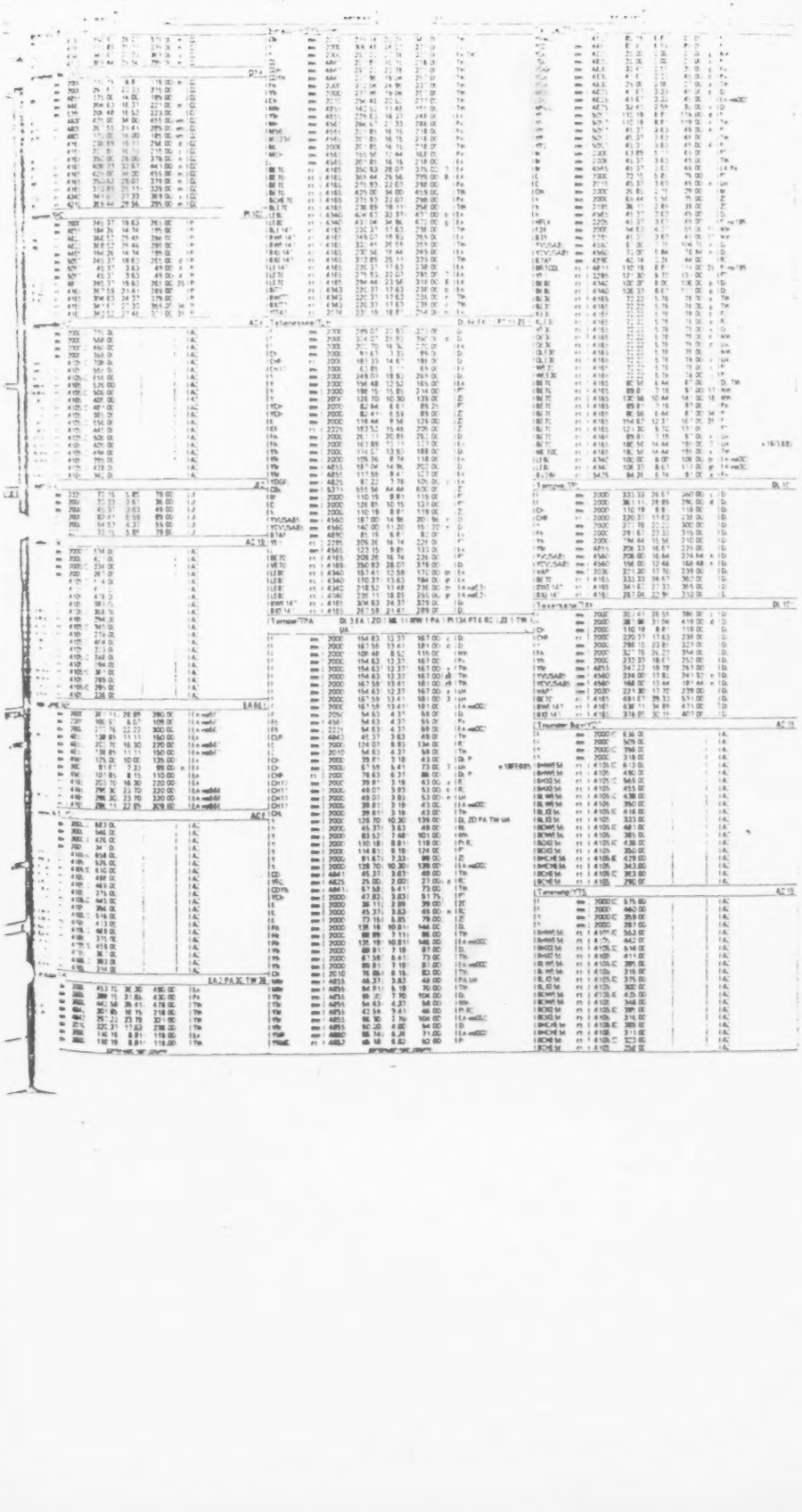












Air-GO Passenger Tariff Set

NOVEMBER 24, 1982

ISSUE 123 — SEVEN PARTS ISSUED WEEKLY

AIRLINE TARIFF PUBLISHING COMPANY

RECEIVED
DEC - 2 1982
Conrad, McKenna & Eichner, Inc.

PART I

The Official

NORTH AMERICAN PASSENGER TARIFF

a market-oriented listing of air fares covering the UNITED STATES and CANADA

AEROMECH
AIR CALIFORNIA
AIR CANADA
AIR FLORIDA
AIR ILLINOIS
AIR MIDWEST
AIR NORTH
AIR ONTARIO
AIR U.S.
AIR VERMONT
AIR VIRGINIA
AIR WISCONSIN
AIRWAYS OF NEW MEXICO
ALASKA
ALOHA
AMERICAN
AMERICAN CENTRAL
ASPEN
ATLANTA EXPRESS
ATLANTIC SOUTHEAST
ATLANTIS
BAR HARBOR
BEST
BIG SKY
BRITT
CANADIAN PACIFIC
CAPITOL INTERNATIONAL
CASCADE
CHAPARRAL
CLINTON
COLONIAL
COMAIR
COMMAND
CONTINENTAL
DELTA
DOLPHIN
EAGLE COMMUTER
EASTERN
EASTERN PROVINCIAL
EMERALD
EMPIRE
FREEDOM
GOLDEN WEST
HARBOR
HAWAIIAN
HORIZON
IMPERIAL
INLAND EMPIRE
JET AMERICA
MARCO ISLAND
MESABA
METRO
METROFLIGHT
MID PACIFIC AIR
MID-SOUTH COMMUTER
MIDSTATE
MIDWAY
MISSISSIPPI VALLEY
NAPLES
NEWAIR
NEW YORK AIR
NEW YORK HELICOPTER
NORDAIR
NORTH AMERICAN
NORTHWEST ORIENT
OZARK
PACIFIC COAST
PACIFIC EXPRESS
PACIFIC SOUTHWEST
PACIFIC WESTERN
PAN AMERICAN
PIEDMONT
PILGRIM
PIONEER
PRECISION
PROVINCETOWN-BOSTON
QANTAS
QUEBECAIR
RANSOME
REEVE ALEUTIAN
REPUBLIC
RIO
ROCKY MOUNTAIN
ROYALE
SAN JUAN
SCENIC
SCHEDULED SKYWAYS
SIMMONS
SKY WEST
SOUTHEASTERN COMMUTER
SUN AIRE
SUN WEST
SUNBELT
SUNBIRD
TRANS-CENTRAL
TRANS WORLD
UNITED
USAIR
WESTAIR COMMUTER
WESTERN
WHEELER
WIEN AIR ALASKA
WINGS
WINGS WEST
WORLD

[redacted] VOUCHER

(Please Use Typewriter or Ballpoint Pen)

HON. Fernand J. St Germain, M.C.

S.V. SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
11 (Mo.) 9 (Day) 79 (Yr.) TO 12 (Mo.) 28 (Day) 79 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn House Office Bldg. Washington, D.C. 20515	Travel to District as per attached schedule PAYEE'S INVOICE NUMBER 2-7-43	[redacted] AMOUNT $ 1,111.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $1,111.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

1/7/80 (Date)

Fernand J. St Germain (Member's signature)

(ORIGINAL—To Finance Office)

Travel purchased in conjunction with another trip and fare covers continuation of trip

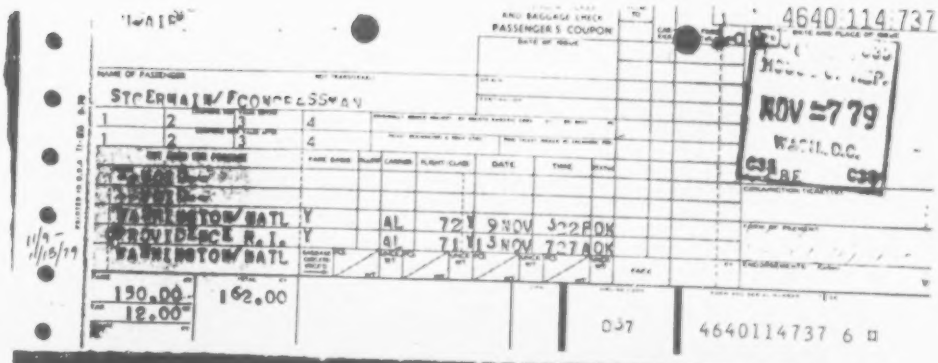
ITINERARY

HONORABLE FERNAND J. ST GERMAIN

217143

Date	Travel Destination	Miles	Amount	Total
11/9/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		81.00	
	Providence to Woonsocket	20	4.00	87.00
11/13/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		81.00	
	Airport to Home	10	2.00	87.00
11/16/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		84.00	
	Providence to Woonsocket	20	4.00	90.00
11/26/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		84.00	
	Airport to Home	10	2.00	90.00
11/30/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		84.00	
	Providence to Woonsocket	20	4.00	90.00
12/3/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		84.00	
	Airport to Home	10	2.00	90.00
12/9/79	Washington to Providence (USAir)*		33.00	
	Providence to Woonsocket	20	4.00	37.00
12/11/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		84.00	
	Airport to Home	10	2.00	90.00
12/14/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		84.00	
	Providence to Woonsocket	20	4.00	90.00
12/17/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		84.00	
	Airport to Home	10	2.00	90.00
12/21/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		84.00	
	Providence to Woonsocket	20	4.00	90.00
12/27/79	Woonsocket to Providence	20	4.00	
	Providence to Washington (USAir)		84.00	
	Airport to Home	10	2.00	90.00
12/28/79	Home to Airport	10	2.00	
	Washington to Providence (USAir)		84.00	
	Providence to Woonsocket	20	4.00	90.00
	Total			1,111.00

*Ticket purchased in conjunction with another trip and fare covers continuation of trip.



4640 114 737

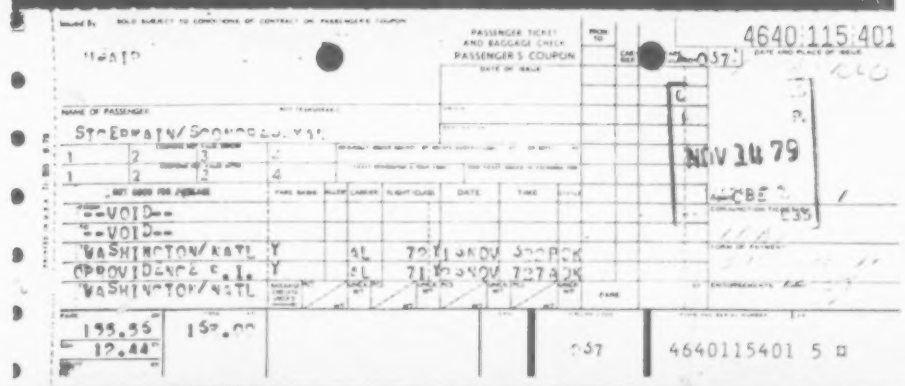
NAME OF PASSENGER STOERMAIN/F CONCESSWAY

WASHINGTON/NATL Y AL 727 9NOV 322BOK
PROVIDENCE R.I. Y AL 711 13NOV 727AOK
WASHINGTON/NATL

NOV 7 79
WASH. D.C.

130.00
12.00
162.00

037 4640114737 6



4640 115 401

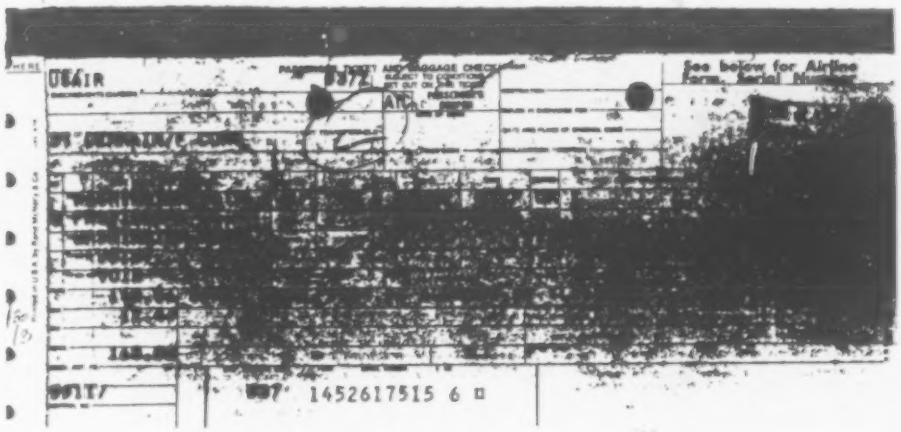
NAME OF PASSENGER STOERMAIN/SCONCESSWAY

--VOID--
--VOID--
WASHINGTON/NATL Y AL 727 13NOV 322BOK
PROVIDENCE R.I. Y AL 711 23NOV 727AOK
WASHINGTON/NATL

NOV 14 79

135.55
12.44
157.00

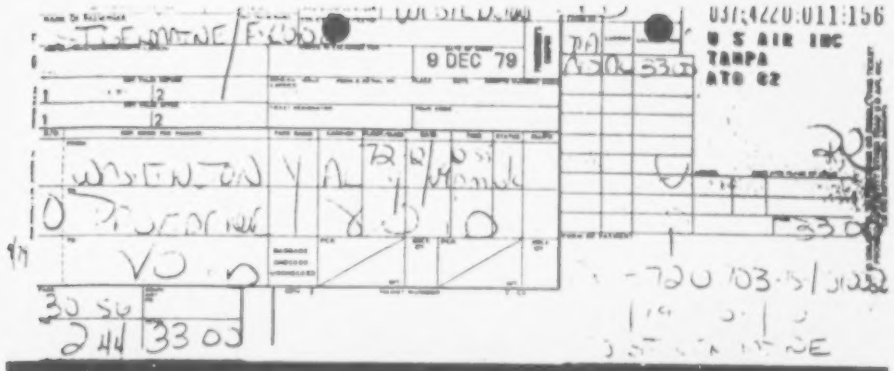
037 4640115401 5



USAIR

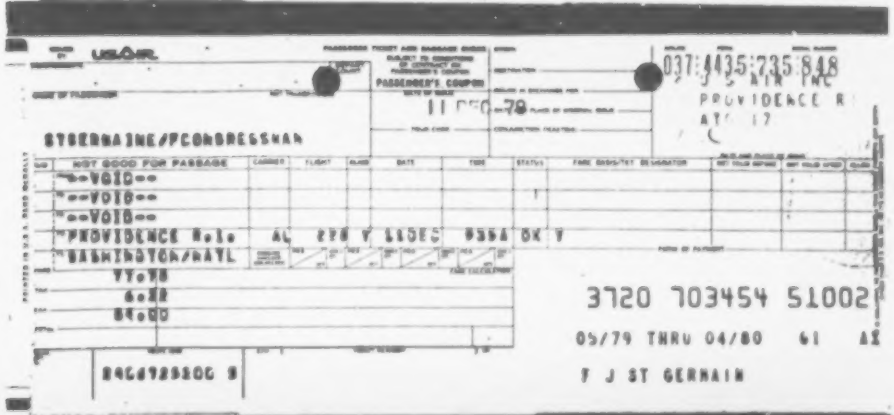
See below for Airline Form Serial Number

037 1452617515 6



037:4220:011:156
U S AIR INC
TAMPA
ATO 62

9 DEC 79



037:4435:735:848
U S AIR INC
PROVIDENCE R
ATO 17

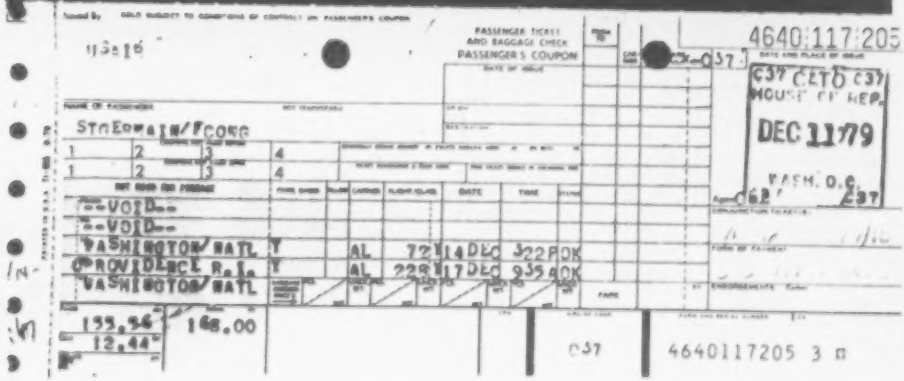
11 DEC 79

STGERMAINE/PCONGRESSMAN

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT GOOD FOR PASSAGE
--VOID--								
--VOID--								
--VOID--								
PROVIDENCE R.I.	AL	228	Y	11DEC	0554	OK	Y	
WASHINGTON/NATL								

VY.YB
6.XP
84.00

3720 703454 51002
05/79 THRU 04/80 61 AI
F J ST GERMAIN



4640:117:205
C37 CLTD C37
HOUSE OF REP.
DEC 11 79
WASH. D.C.

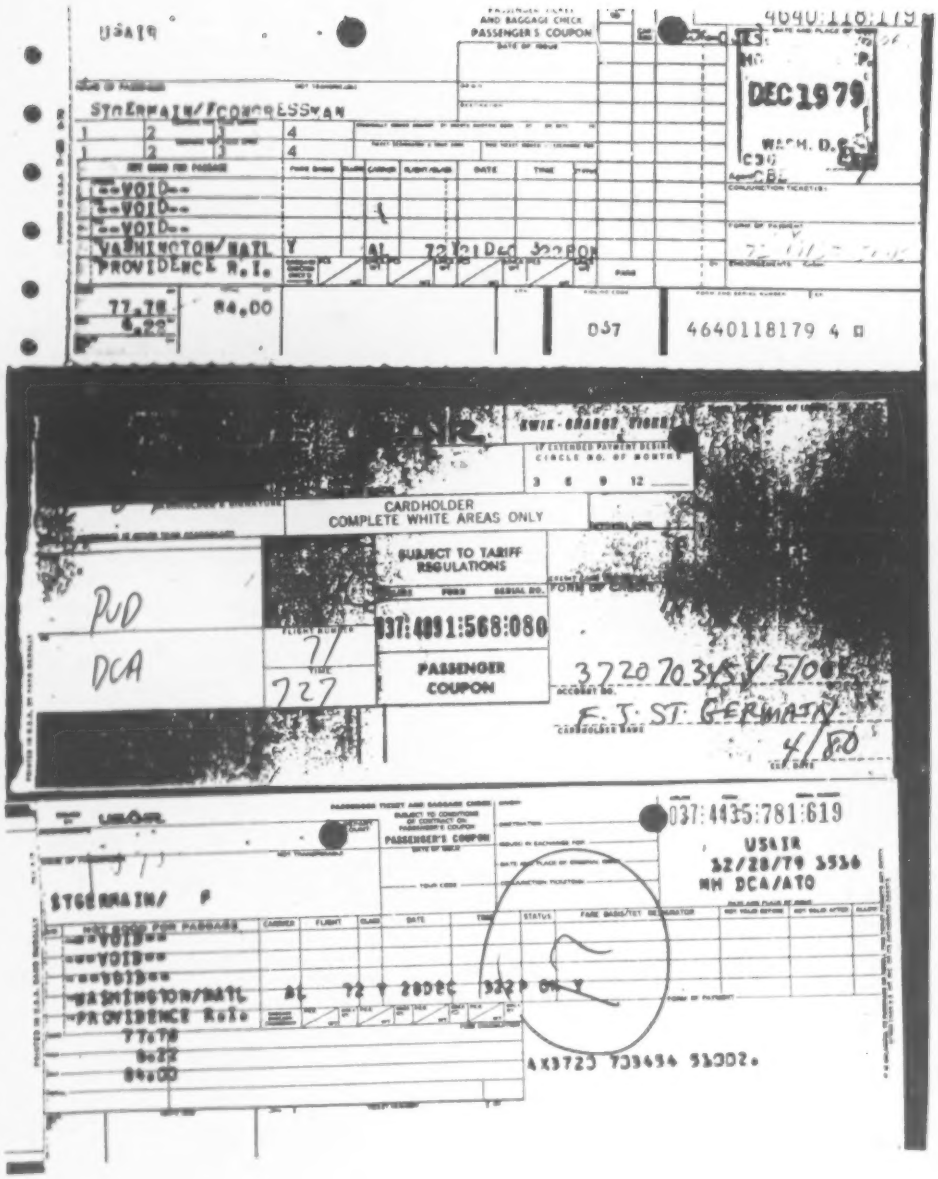
STGERMAIN/PCONG

NOT GOOD FOR PASSAGE	FARE BASIS	CLASS	CARRIER	FLIGHT CLASS	DATE	TIME	STATUS
--VOID--							
--VOID--							
WASHINGTON/NATL	Y		AL	72	14DEC	522	OK
PROVIDENCE R.I.	Y		AL	228	17DEC	935	OK
WASHINGTON/NATL							

135.56
12.44
148.00

037

4640117205 3 n


USAIR
PASSENGER'S COUPON
ST GERMAIN/CONGRESSMAN
--VOID--
--VOID--
--VOID--
WASHINGTON/NATL Y
PROVIDENCE R.I.
77.78
6.22
84.00
037
4640118179 4
DEC 1979
WASH. D.C.
CARDHOLDER
COMPLETE WHITE AREAS ONLY
SUBJECT TO TARIFF
REGULATIONS
PUD
DCA
727
037:4891:568:080
PASSENGER
COUPON
3720703YSV5700
F.J. ST. GERMAIN
4/80
037:4435:781:619
USAIR
12/28/79 3536
WH DCA/ATO
ST GERMAIN/ P
--VOID--
--VOID--
--VOID--
WASHINGTON/NATL
PROVIDENCE R.I.
77.78
6.22
84.00
AX3723 733434 53002.

Initiating Office
Voucher Number
216014

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

Rhode Island (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
2 (Mo.) 29 (Day) 80 (Yr.) TO 3 (Mo.) 31 (Day) 80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, D.C. 20515	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER: 216014	AMOUNT $ 946.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

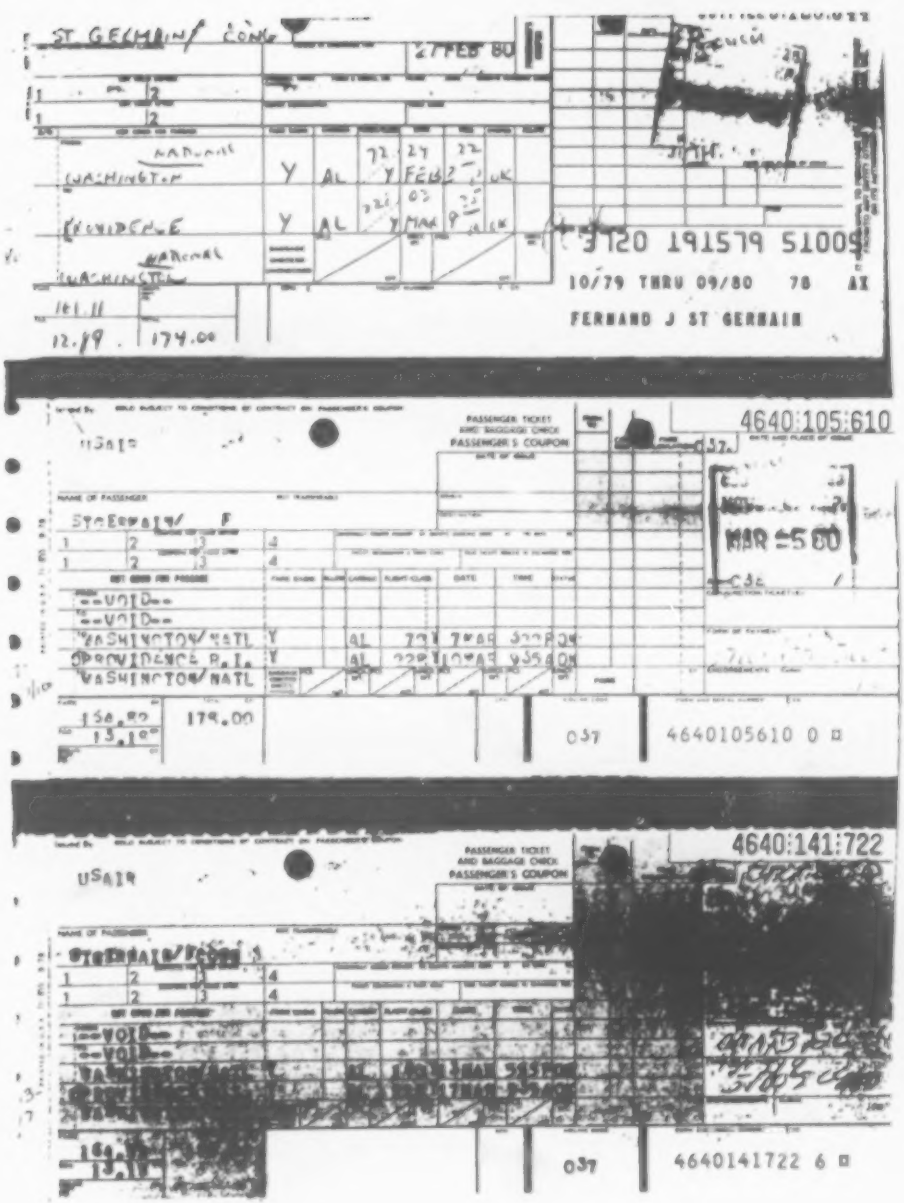
GRAND TOTAL $ 946.00

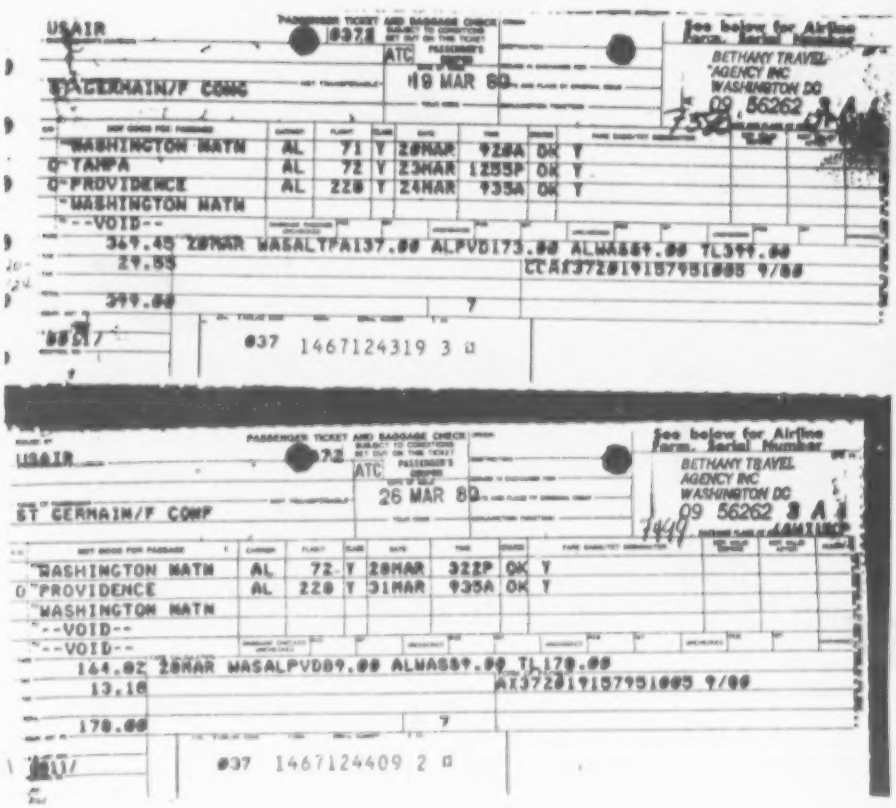
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

4/3/80
(Date)

Fernand J. St Germain
(Claimant's signature)

(ORIGINAL—To Finance Office)


ST GERMAIN/ COMM
27FEB 80
NATIONAL
WASHINGTON
Y AL
72 27 22
Y FEB
PROVIDENCE
Y AL
Y MAR
NATIONAL
WASHINGTON
12.19 174.00
3120 191579 5100$
10/79 THRU 09/80 78 AX
FERNAND J ST GERMAIN
USAIR
PASSENGER TICKET AND BAGGAGE CHECK PASSENGER'S COUPON
4640 105 610
ST GERMAIN/ F
MAR 05 80
VOID
VOID
WASHINGTON/NATL Y AL
PROVIDENCE R.I. Y AL
WASHINGTON/NATL
154.80
13.10
179.00
037
4640105610 0
USAIR
PASSENGER TICKET AND BAGGAGE CHECK PASSENGER'S COPY
4640 141 722
ST GERMAIN/FERNAND
VOID
VOID
037
4640141722 6



USAIR

PASSENGER TICKET AND BAGGAGE CHECK
0372
ATC
19 MAR 80

See below for Airline Form, Serial Number

BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3 A

ST GERMAIN/F COMG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TICKET DESIGNATOR			
WASHINGTON NATN	AL	71	Y	28MAR	928A	OK	Y			
0 TAMPA	AL	72	Y	23MAR	1235P	OK	Y			
0 PROVIDENCE	AL	228	Y	24MAR	935A	OK	Y			
WASHINGTON NATN										
--VOID--										

349.45 28MAR WASALTPA137.00 ALPVD173.00 ALWAS89.00 TL349.00
29.55 CC AI372819157951005 9/80
349.00 7

8817 037 1467124319 3 □

USAIR

PASSENGER TICKET AND BAGGAGE CHECK
72
ATC
26 MAR 80

See below for Airline Form, Serial Number

BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3 A

1449 AM1180

ST GERMAIN/F COMP

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TICKET DESIGNATOR			
WASHINGTON NATN	AL	72	Y	28MAR	322P	OK	Y			
0 PROVIDENCE	AL	228	Y	31MAR	935A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

144.82 28MAR WASALPVD89.00 ALWAS89.00 TL178.00
13.18 AI372819157951005 9/80
178.00 7

037 1467124409 2 □

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Destination	Miles	Amount	Total
2/29/80	Home to Airport	10	2.00	
	Washington to Providence		87.00	
	Providence to Woonsocket	20	4.00	93.00
3/3/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		87.00	
	Airport to Home	10	2.00	93.00
3/7/80	Home to Airport	10	2.00	
	Washington to Providence		89.00	
	Providence to Woonsocket	20	4.00	95.00
3/10/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		89.00	
	Airport to Home	10	2.00	95.00
3/13/80	Home to Airport	10	2.00	
	Washington to Providence		89.00	
	Providence to Woonsocket	20	4.00	95.00
3/17/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		89.00	
	Airport to Home	10	2.00	95.00
3/20/80	Home to Airport	10	2.00	
	Washington to Providence		89.00	
	Providence to Woonsocket	20	4.00	95.00
3/24/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		89.00	
	Airport to Home	10	2.00	95.00
3/28/80	Home to Airport	10	2.00	
	Washington to Providence		89.00	
	Providence to Woonsocket	20	4.00	95.00
3/31/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		89.00	
	Airport to Home	10	2.00	95.00
	Total			946.00

Initiating Office
Voucher Number
216006

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

'80 (Please Use Typewriter or Ballpoint Pen)

R.I. (State) First (District) HON. Fernand J. St Germain, M.C. FINANCE OFFICE

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
4 (Mo.) 2 (Day) 80 (Yr.) TO 5 (Mo.) 28 (Day) 80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, D.C. 20515	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER 216006	AMOUNT $ 976.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

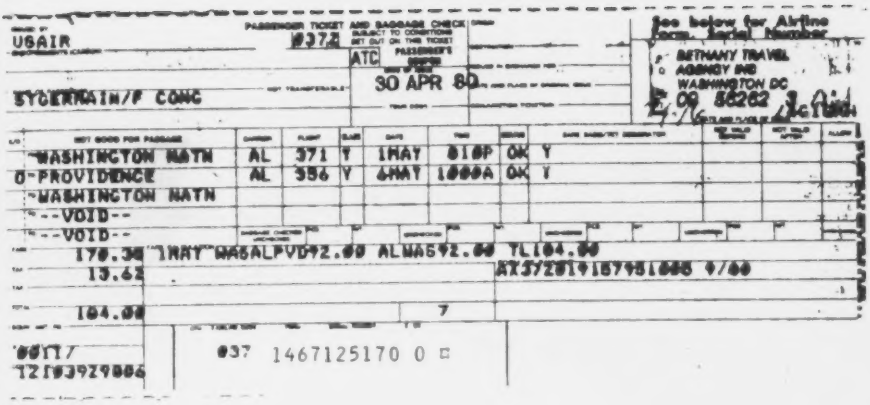
GRAND TOTAL $ 976.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or [illegible] services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

May 30, 1980
(Date)

(Member's Signature)

(ORIGINAL Finance Office)



USAIR

PASSENGER TICKET AND BAGGAGE CHECK 0372
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
ATC
PASSENGER'S COPY
30 APR 80

See below for Airline Form Serial Number
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 86262 3/4

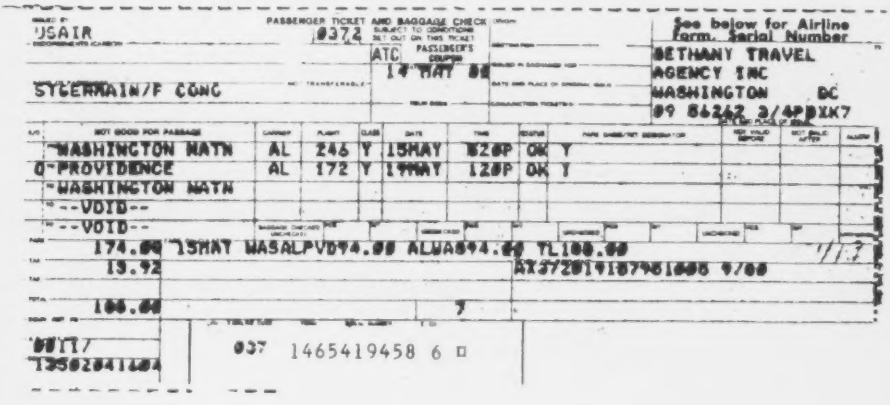
SYCERMAIN/F CONC

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/NOT GUARANTEED	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	371	Y	1MAY	810P	OK	Y			
0-PROVIDENCE	AL	356	Y	6MAY	1000A	OK	Y			
-WASHINGTON NATN										
--VOID--										
--VOID--										

170.36 1MAY WASALPVD92.00 ALWA592.00 TL184.00
13.64 AX372819187951886 4/80
184.00 7

0011 7
1211939298B6

037 1467125170 0



USAIR

PASSENGER TICKET AND BAGGAGE CHECK 0372
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
ATC
PASSENGER'S COPY
14 MAY 80

See below for Airline Form Serial Number
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 86262 3/4PDXX7

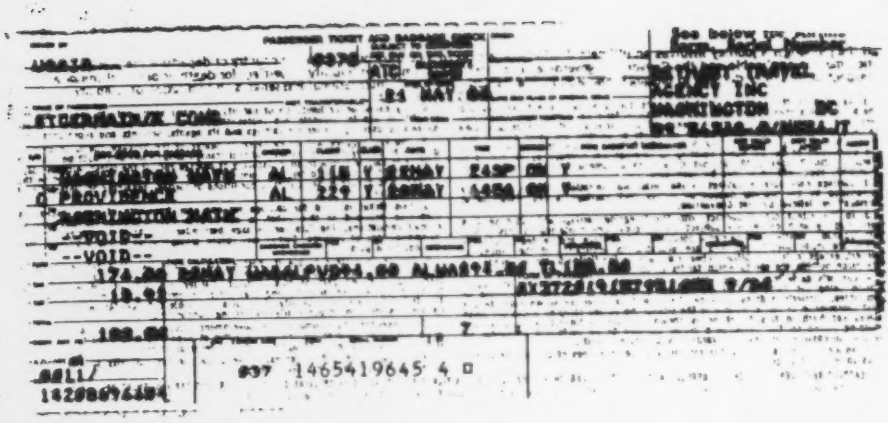
SYCERMAIN/F CONC

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/NOT GUARANTEED	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	246	Y	15MAY	820P	OK	Y			
0-PROVIDENCE	AL	172	Y	19MAY	120P	OK	Y			
-WASHINGTON NATN										
--VOID--										
--VOID--										

174.08 15MAY WASALPVD94.00 ALWA594.00 TL188.00
13.92 AX372819187951886 4/80
188.00 7

0011 7
1350284148A

037 1465419458 6



USAIR

ATC

24 MAY 80

ST GERMAIN/F CONG

See below for Airline Form. Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	168	Y	24MAY	243P	OK	Y			
O PROVIDENCE	AL	229	Y	24MAY	445A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

174.00 24MAY WASALPVD89.00 ALWAS89.00 TL178.00

AX372819157951005 9/80

18.00

178.00 7

00117 937 1465419645 4 □

USAIR

ATC

1 APR 80

ST GERMAIN/F CONG

See below for Airline Form. Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC

09 56262 3 A

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	168	Y	2APR	555P	OK	Y			
O PROVIDENCE	AL	228	Y	0APR	935A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

164.82 2APR WASALPVD89.00 ALWAS89.00 TL178.00

AX372819157951005 9/80

13.18

178.00 7

00117 937 1467124525 6 □

USAIR

ATC

23 APR 80

ST GERMAIN/F ST

See below for Airline Form. Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC

09 56262 3 A

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	168	Y	24APR	555P	OK	Y			
O PROVIDENCE	AL	228	Y	25APR	935A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

164.82 24APR WASALPVD89.00 ALWAS89.00 TL178.00

AX372819157951005 9/80

13.18

178.00 7

00117 937 1467125028 5 □

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Destination	Miles	Amount	Total	
4/2/80	Home to Airport	10	2.00		
	Washington to Providence		89.00		
	Providence to Woonsocket	20	4.00	95.00	(12)
4/8/80	Woonsocket to Providence	20	4.00		
	Providence to Washington		89.00		
	Airport to Home	10	2.00	95.00	(12)
4/24/80	Home to Airport	10	2.00		
	Washington to Providence		89.00		
	Providence to Woonsocket	20	4.00	95.00	(12)
4/28/80	Woonsocket to Providence	20	4.00		
	Providence to Washington		89.00		
	Airport to Home	10	2.00	95.00	(12)
5/1/80	Home to Airport	10	2.00		
	Washington to Providence		92.00		
	Providence to Woonsocket	20	4.00	98.00	(12)
5/6/80	Woonsocket to Providence	20	4.00		
	Providence to Washington		92.00		
	Airport to Home	10	2.00	98.00	(12)
5/15/80	Home to Airport	10	2.00		
	Washington to Providence		94.00		
	Providence to Woonsocket	20	4.00	100.00	(12)
5/19/80	Woonsocket to Providence	20	4.00		
	Providence to Washington		94.00		
	Airport to Home	10	2.00	100.00	(12)
5/22/80	Home to Airport	10	2.00		
	Washington to Providence		94.00		
	Providence to Woonsocket	20	4.00	100.00	(12)
5/28/80	Woonsocket to Providence	20	4.00		
	Providence to Washington		94.00		
	Airport to Home	10	2.00	100.00	(12)
	Total			976.00	

Initiating Office
Voucher Number
216002

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

Rhode Island (State) 1st Dist. (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	
5 (Mo.) 30 (Day) 80 (Yr.) TO 6 (Mo.) 30 (Day) 80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, DC 20515	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER: 216002	[redacted] AMOUNT: $ 1,008.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $

H. OF R. FINANCE OFFICE

GRAND TOTAL $ 1,008.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

July 2, 1980 (Date)

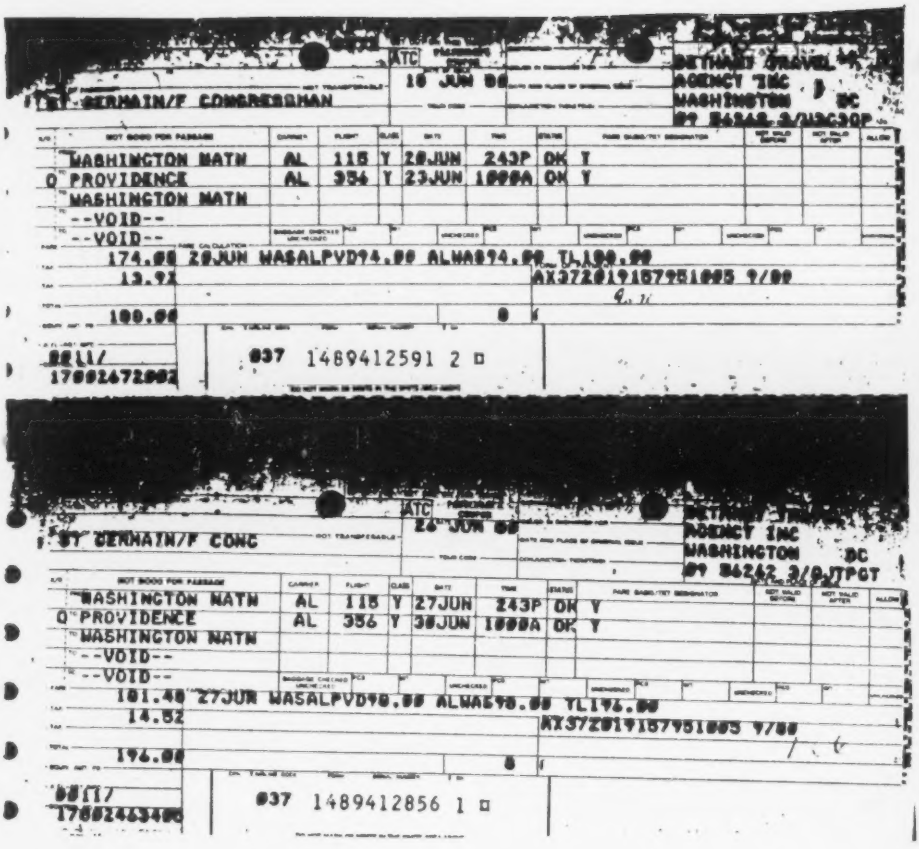
(Member's signature)

(ORIGINAL—To Finance Office)

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Destination	Miles	Amount	Total
5/30/80	Home to Airport	10	2.00	
	Washington to Providence		94.00	
	Providence to Woonsocket	20	4.00	100.00 (12)
6/2/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		94.00	
	Airport to Home	10	2.00	100.00 (12)
6/6/80	Home to Airport	10	2.00	
	Washington to Providence		94.00	
	Providence to Woonsocket	20	4.00	100.00 (12)
6/9/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		94.00	
	Airport to Home	10	2.00	100.00 (12)
6/13/80	Home to Airport	10	2.00	
	Washington to Providence		94.00	
	Providence to Woonsocket	20	4.00	100.00 (12)
6/16/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		94.00	
	Airport to Home	10	2.00	100.00 (12)
6/20/80	Home to Airport	10	2.00	
	Washington to Providence		94.00	
	Providence to Woonsocket	20	4.00	100.00 (12)
6/23/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		94.00	
	Airport to Home	10	2.00	100.00 (12)
6/27/80	Home to Airport	10	2.00	
	Washington to Providence		98.00	
	Providence to Woonsocket	20	4.00	104.00 (12)
6/30/80	Woonsocket to Providence	20	4.00	
	Providence to Washington		98.00	
	Airport to Home	10	2.00	104.00 (12)
Total				1,008.00



ATC
16 JUN 88
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
ST GERMAIN/F CONGRESSMAN

WASHINGTON NATN	AL	115	Y	20JUN	243P	OK	Y
Q PROVIDENCE	AL	356	Y	23JUN	1000A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

174.00 20JUN WASALPVD94.00 ALWA894.00 TL188.00
13.92 AX37Z0191857951005 9/88
188.00

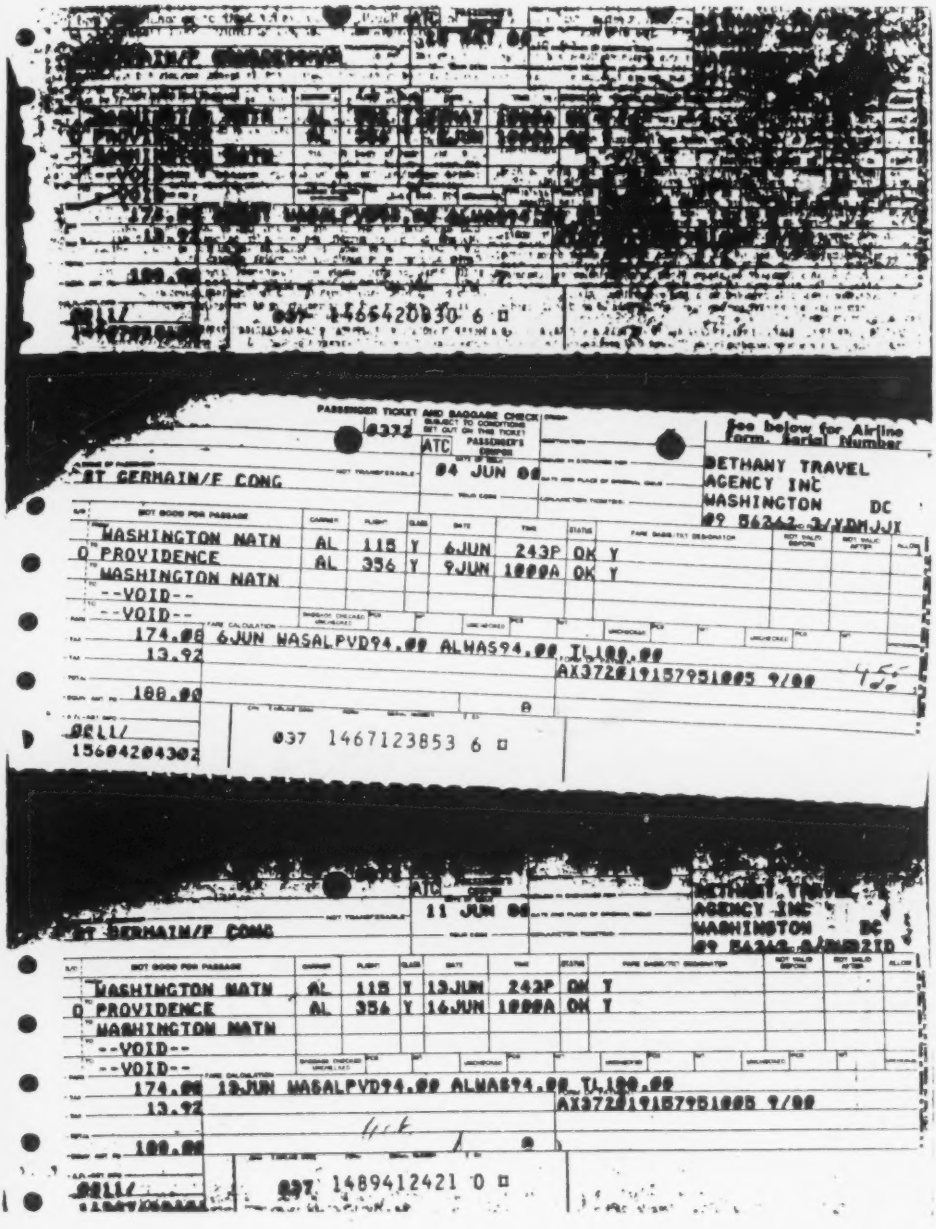
88117
17882472882
037 1489412591 2

ATC
24 JUN 88
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
ST GERMAIN/F CONG

WASHINGTON NATN	AL	115	Y	27JUN	243P	OK	Y
Q PROVIDENCE	AL	356	Y	30JUN	1000A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

181.48 27JUN WASALPVD96.00 ALWA896.00 TL196.00
14.52 AX37Z0191857951005 9/88
196.00

88117
17882463480
037 1489412856 1



PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COPY

ATC

ST GERMAIN/F CONG

04 JUN 86

See below for Airline Form Serial Number

BETHANY TRAVEL AGENCY INC
WASHINGTON DC
89 86242-3/YDHJJY

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	115	Y	6JUN	243P	OK	Y			
O PROVIDENCE	AL	356	Y	9JUN	1000A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

FARE CALCULATION
174.00 6JUN WASALPVD94.00 ALWAS94.00 IL100.00

TAX 13.92

AX372@19157951005 9/00

TOTAL 188.00

ORIGINAL ISSUE

0211/
15604204302

037 1467123853 6 □

ATC

11 JUN 86

ST GERMAIN/F CONG

BETHANY TRAVEL AGENCY INC
WASHINGTON DC
89 86242-3/YDH2ID

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	115	Y	13JUN	243P	OK	Y			
O PROVIDENCE	AL	356	Y	16JUN	1000A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

FARE CALCULATION
174.00 13JUN WASALPVD94.00 ALWAS94.00 IL100.00

TAX 13.92

AX372@19157951005 9/00

TOTAL 188.00

ORIGINAL ISSUE

0211/

037 1489412421 0 □

Initiating Office
Voucher Number
217169

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

80 SEP -4 AM 9:15
OF FINANCE OFF.

(Please Use Typewriter or Ballpoint Pen)

Rhode Island (State) First District (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
7 (Mo.) 3 (Day) 80 (Yr.) TO 9 (Mo.) 3 (Day) 80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, D.C. 20515	Travel to District PAYEE'S INVOICE NUMBER 217169	$ 1,007.20
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$

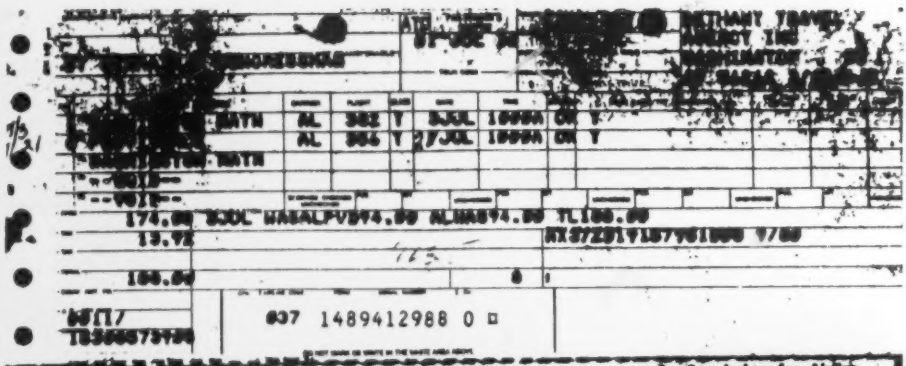
GRAND TOTAL $ 1,007.20

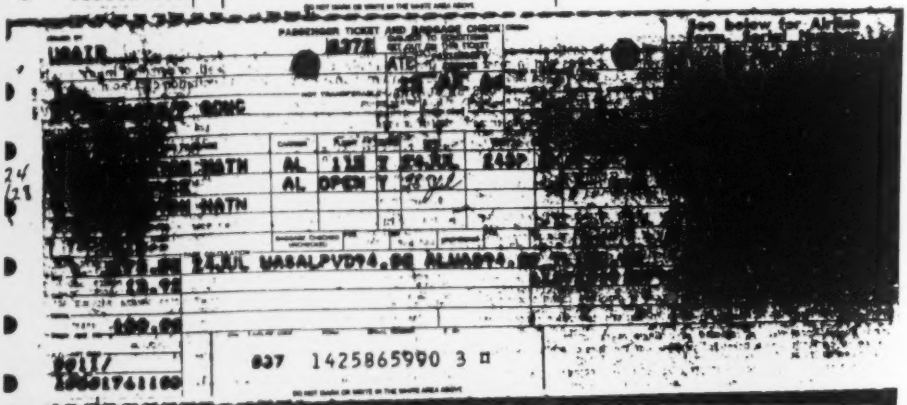
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

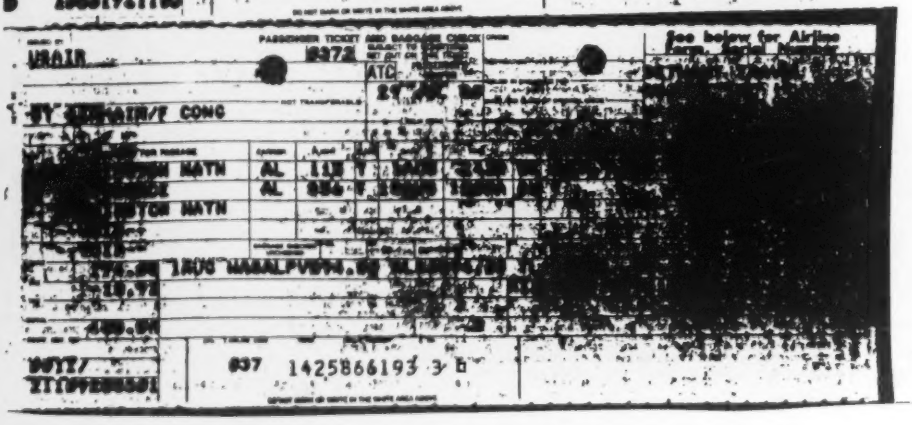
September 3, 1980
(Date)

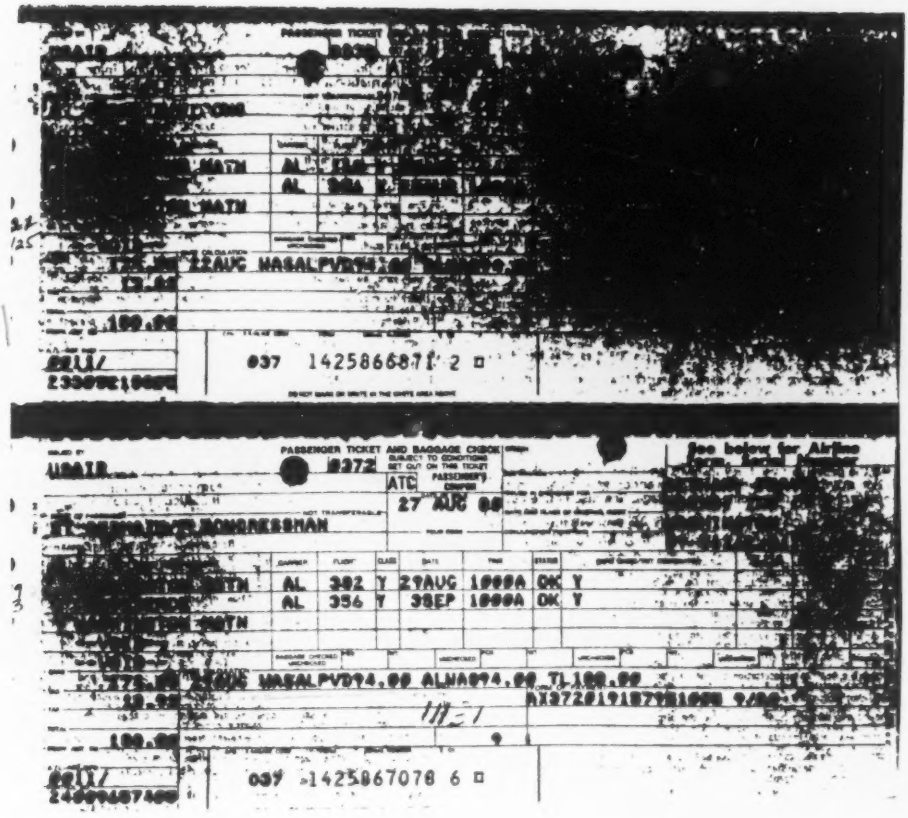
(Member's signature)

(ORIGINAL—To Finance Office)









PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
ATC PASSENGER COPY
8272
27 AUG 88
USAIR
CONGRESSMAN

	AL	382	Y	27AUG	1000A	OK	Y
	AL	356	Y	30SEP	1000A	OK	Y

037 1425867078 6

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Destination	Miles	Amount	Total	
7/3/80	Home to Airport	10	2.00		
	Washington to Providence (U.S. Air)		94.00		
	Providence to Woonsocket	20	4.00	100.00	(12)
7/21/80	Woonsocket to Providence	20	4.00		
	Providence to Washington (U.S. Air)		94.00		
	Airport to Home	10	2.00	100.00	(12)
7/24/80	Home to Airport	10	2.00		
	Washington to Providence (U.S.Air)		94.00		
	Providence to Woonsocket	20	4.00	100.00	(12)
7/28/80	Woonsocket to Providence	20	4.00		
	Providence to Washington (U.S.Air)		94.00		
	Airport to Home	10	2.00	100.00	(12)
8/1/80	Home to Airport	10	2.40		
	Washington to Providence (U.S. Air)		94.00		
	Providence to Woonsocket	20	4.80	101.20	(12)
8/18/80	Woonsocket to Providence	20	4.80		
	Providence to Washington (U.S. Air)		94.00		
	Airport to Home	10	2.40	101.20	(12)
8/21/80	Home to Airport	10	2.40		
	Washington to Providence (U.S. Air)		94.00		
	Providence to Woonsocket	20	4.80	101.20	(12)
8/25/80	Woonsocket to Providence	20	4.80		
	Providence to Washington (U.S. Air)		94.00		
	Airport to Home	10	2.40	101.20	(12)
8/28/80	Home to Airport	10	2.40		
	Washington to Providence (U.A. Air)		94.00		
	Providence to Woonsocket	20	4.80	101.20	(12)
9/3/80	Woonsocket to Providence	20	4.80		
	Providence to Washington (U.S. Air)		94.00		
	Airport to Home	10	2.40	101.20	(12)
Total				1,007.20	

UNITED STATES HOUSE OF REPRESENTATIVES

Voucher No. 217134

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

[redacted] ON. FERNAND J. ST GERMAIN (D) , M.C.

RHODE ISLAND
State

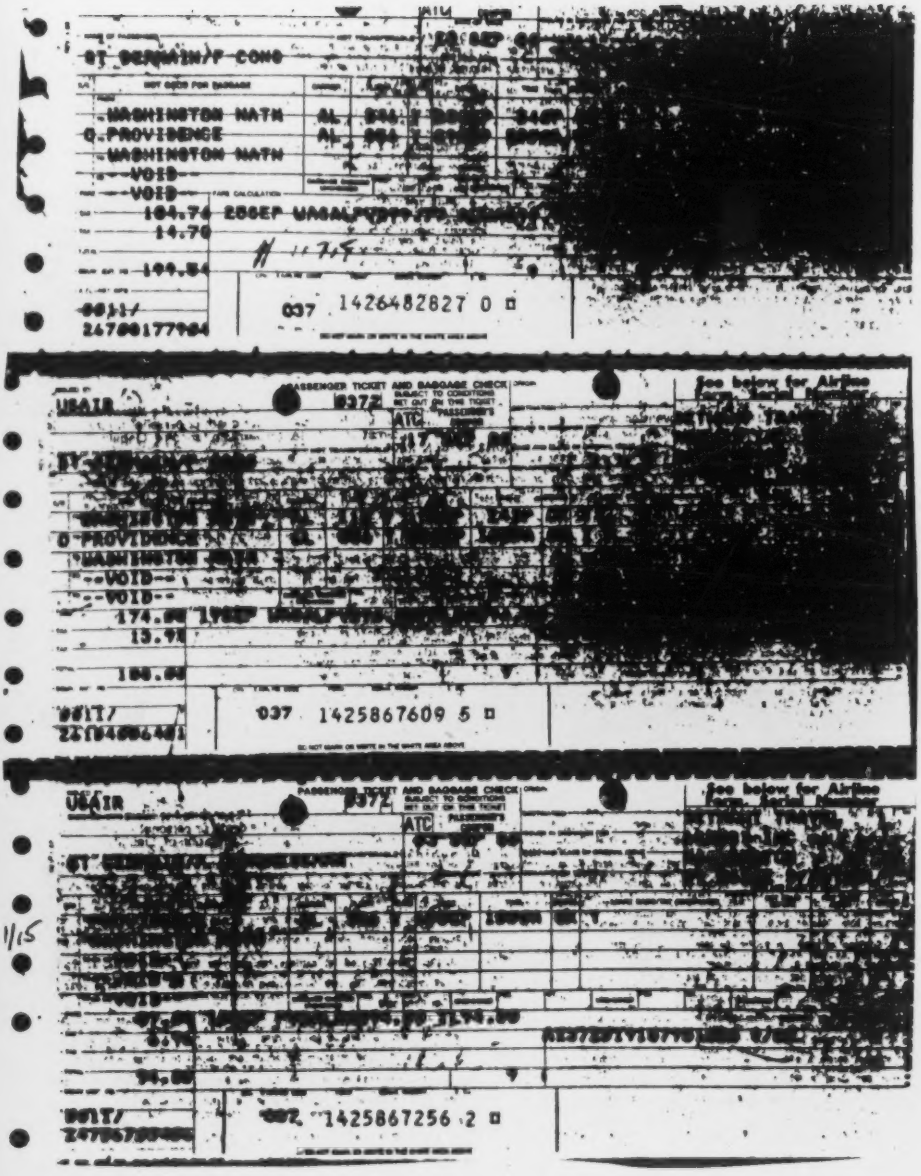
DATE(S) OF SERVICES			[redacted]	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	
9 (Mo.)	15 (Day)	80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, DC 20515	Travel to District (per attached itinerary)	[redacted]
TO				PAYEE'S INVOICE NUMBER	AMOUNT
9 (Mo.)	29 (Day)	80 (Yr.)		217134	$ 517.54
(Mo.)	(Day)	(Yr.)			[redacted]
TO				PAYEE'S INVOICE NUMBER	AMOUNT
(Mo.)	(Day)	(Yr.)			$
(Mo.)	(Day)	(Yr.)			[redacted]
TO				PAYEE'S INVOICE NUMBER	AMOUNT
(Mo.)	(Day)	(Yr.)			$
(Mo.)	(Day)	(Yr.)			[redacted]
TO				PAYEE'S INVOICE NUMBER	AMOUNT
(Mo.)	(Day)	(Yr.)			$
(Mo.)	(Day)	(Yr.)			[redacted]
TO				PAYEE'S INVOICE NUMBER	AMOUNT
(Mo.)	(Day)	(Yr.)			$

GRAND TOTAL $ 517.54

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

October 1, 1980
(Date)

(Member's signature)


ST GERMAIN/F CONG
WASHINGTON NATH
Q PROVIDENCE
WASHINGTON NATH
--VOID--
--VOID--
14.70
037 1426482827 0
USAIR
PASSENGER TICKET AND BAGGAGE CHECK
ATC
Q PROVIDENCE
--VOID--
--VOID--
15.90
037 1425867609 5
USAIR
PASSENGER TICKET AND BAGGAGE CHECK
ATC
037 1425867256 2

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Destination	Miles	Amount	Total
9/15/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		94.00	
	Airport to Home	10	2.40	101.20
9/19/80	Home to Airport	10	2.40	
	Washington to Providence		94.00	
	Providence to Woonsocket	20	4.80	101.20
9/22/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		94.00	
	Airport to Home	10	2.40	101.20
9/25/80	Home to Airport	10	2.40	
	Washington to Providence		99.77	
	Providence to Woonsocket	20	4.80	106.97
9/29/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		99.77	
	Airport to Home	10	2.40	106.97
Total				517.54

Initiating Office
Voucher Number
217150

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

Rhode Island (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
10 (Mo.) 2 (Day) 80 (Yr.) TO 12 (Mo.) 16 (Day) 80 (Yr.)	Hon. Fernand J. St Germain 2136 Rayburn HOB Washington, D.C. 20515	Travel to District (per attached itinerary) PAYEE'S INVOICE NUMBER: 217150	[redacted] AMOUNT: $ 1,381.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		DC - Providence - DC 19440 PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT: $

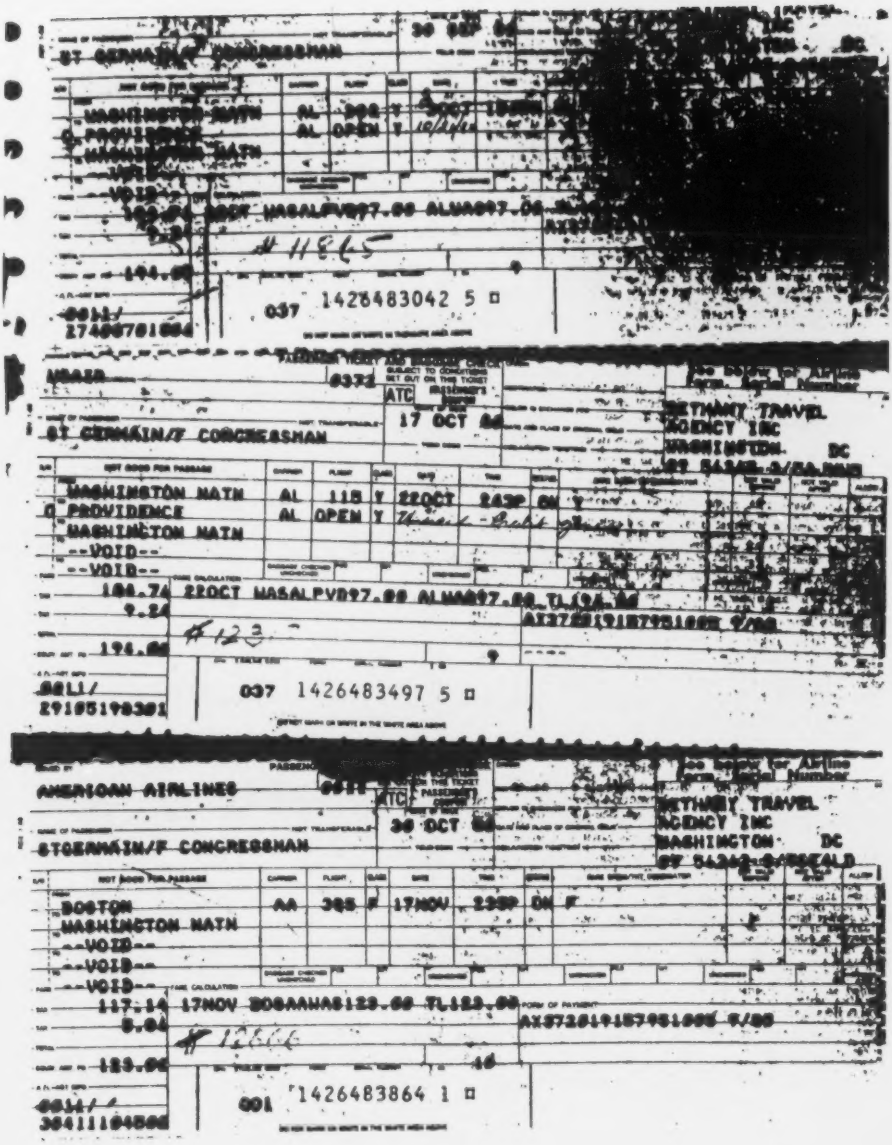
GRAND TOTAL $ 1,381.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

December 16, 1980
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)



ST GERMAIN/F CONGRESSMAN

WASHINGTON NATN AL 308 Y 4OCT 1800
PROVIDENCE AL OPEN Y 10/4/84
WASHINGTON NATN

--VOID--
--VOID--
194.00 4OCT WASALPVB97.00 ALWA97.00

#1165

037 1426483042 5

ST GERMAIN/F CONGRESSMAN

17 OCT 84

WASHINGTON NATN AL 118 Y 22OCT 2439P OK
PROVIDENCE AL OPEN Y Nine-Eight
WASHINGTON NATN

--VOID--
--VOID--
184.74 22OCT WASALPVB97.00 ALWA97.00 TL194.74
9.26

#123

037 1426483497 5

AMERICAN AIRLINES

30 OCT 84

STGERMAIN/F CONGRESSMAN

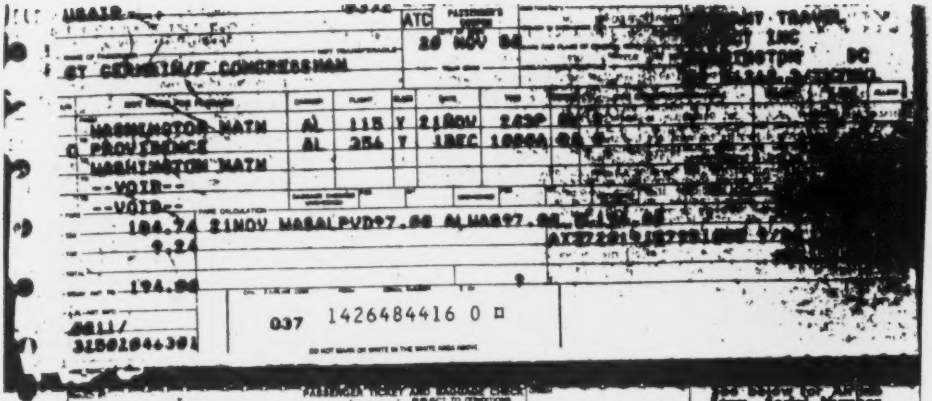
BETHANY TRAVEL AGENCY INC WASHINGTON DC

BOSTON AA 385 F 17NOV 2359P OK F
WASHINGTON NATN

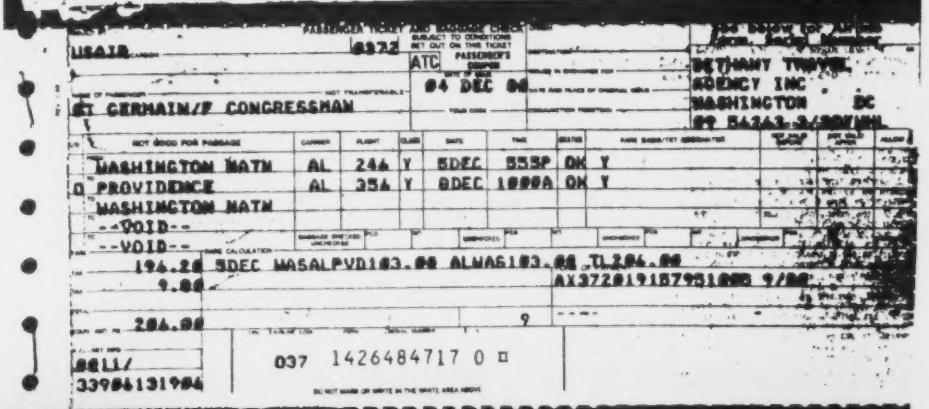
--VOID--
--VOID--
--VOID--
117.14 17NOV BOSAAWA$123.00 TL123.00
5.86

#1161

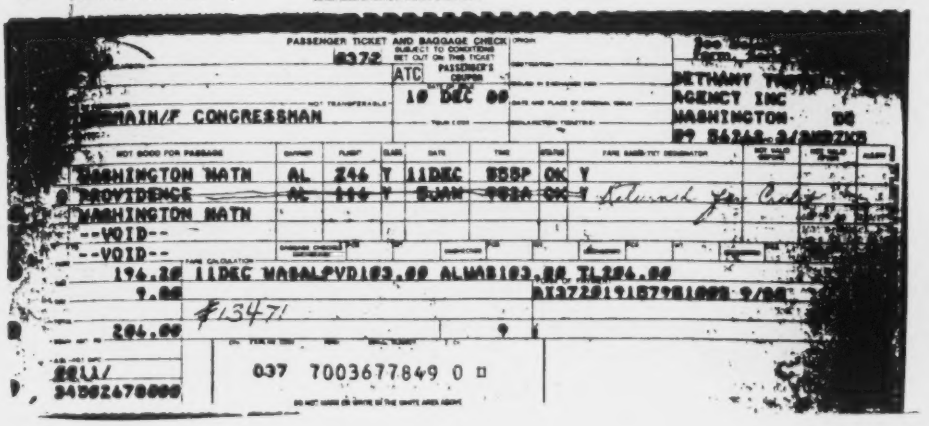
001 1426483864 1



USAIR ATC 20 NOV 84
ST GERMAIN/F CONGRESSMAN
WASHINGTON NATN AL 115 Y 21NOV 243P
PROVIDENCE AL 254 Y 1DEC 1000A
WASHINGTON NATN
--VOID--
--VOID--
194.74 21NOV WASALPVD97.00 ALWA97.00
9.26
194.00
037 1426484416 0
33902644301



USAIR 8372 ATC 04 DEC 84
ST GERMAIN/F CONGRESSMAN
BETHANY TRAVEL AGENCY INC WASHINGTON DC
WASHINGTON NATN AL 246 Y 5DEC 555P OK Y
PROVIDENCE AL 354 Y 8DEC 1000A OK Y
WASHINGTON NATN
--VOID--
--VOID--
194.26 5DEC WASALPVD183.00 ALWA183.00 TL294.00
9.00
294.00
037 1426484717 0
33984131984



8372 ATC 10 DEC 84
MAIN/F CONGRESSMAN
BETHANY TRAVEL AGENCY INC WASHINGTON DC
WASHINGTON NATN AL 246 Y 11DEC 555P OK Y
PROVIDENCE AL 114 Y 5JAN 900A OK Y
WASHINGTON NATN
--VOID--
--VOID--
194.26 11DEC WASALPVD183.00 ALWA183.00 TL294.00
9.00
294.00
$1347
037 7003677849 0
34982478000

EASTERN

PASSENGER TICKET
CUSTOMER'S RECEIPT

IF REFERRED PAYMENT REQUIRED, CIRCLE NO. OF MONTHS
3 6 9 12

13 DEC 81

SOLD SUBJECT TO TARIFF REGULATIONS

PAYMENT ACKNOWLEDGED BY ABOVE IN-FLIGHT VALIDATION

FORM OF CREDIT (If other than cash/check)

4335 130 052 679

04/81•BNG

FERNAND ST GERMAIN

ADULT ☐
CHILD ☐
MIL. RESVD. ☐

VIA EASTERN AIR-SHUTTLE

NEW YORK AND WASHINGTON

007 4179107421 6 ☐

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

21715-0

Date	Destination	Miles	Amount	Total
10/2/80	Home to Airport	10	2.40	
	Washington to Providence		97.00	(12)
	Providence to Woonsocket	20	4.80	104.20
10/21/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		97.00	(12)
	Airport to Home	10	2.40	104.20
10/22/80	Home to Airport	10	2.40	
	Washington to Providence		97.00	(12)
	Providence to Woonsocket	20	4.80	104.20
11/17/80	Woonsocket to Boston	50	12.00	
	Boston to Washington		123.00	(12)
	Airport to Home	10	2.40	137.40
11/21/80	Home to Airport	10	2.40	
	Washington to Providence		97.00	(12)
	Providence to Woonsocket	20	4.80	104.20
12/1/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		97.00	(12)
	Airport to Home	10	2.40	104.20
12/5/80	Home to Airport	10	2.40	
	Washington to Providence		103.00	(12)
	Providence to Woonsocket	20	4.80	110.20
12/8/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		103.00	(12)
	Airport to Home	10	2.40	110.20
12/11/80	Home to Airport	10	2.40	
	Washington to Providence		103.00	(12)
	Providence to Woonsocket	20	4.80	110.20
12/13/80	New York to Washington		59.00	(12)
	Airport to Home	10	2.40	61.40
12/14/80	Home to Airport	10	2.40	
	Washington to Providence		103.00	(12)
	Providence to Woonsocket	20	4.80	110.20
12/15/80	Woonsocket to Providence	20	4.80	
	Providence to Washington		103.00	(12)
	Airport to Home	10	2.40	110.20
12/16/80	Home to Airport	10	2.40	
	Washington to Providence		103.00	(12)
	Providence to Woonsocket	20	4.80	110.20
TOTAL				1,381.00

Initiating Office
Voucher Number
217160

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. (State) First (District) HON. Fernand J. St Germain, M.C.

492.00

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
1 8 (Mo.) (Day) 81 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515 (9)	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) ✓ AMOUNT $ 981.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		$.24/mile waived per Helen PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) AMOUNT $

GRAND TOTAL $ 981.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or ... services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

February 9, 1981
(Date)

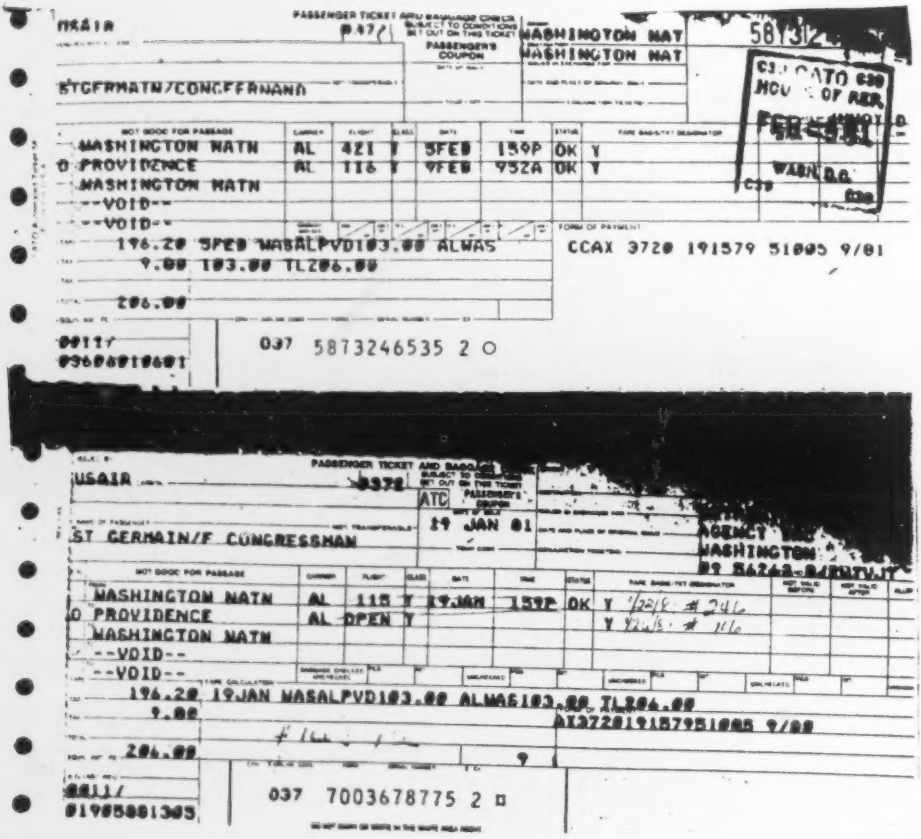
(Member's signature)

(ORIGINAL—To Finance Office)

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Travel Destination	Miles	Amount	Total
1/5/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	
1/7/81	Home to Airport	10	2.00	
	Washington to Providence		103.00	
	Providence to Woonsocket	20	4.00	
1/13/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	
1/22/81	Home to Airport	10	2.00	
	Washington to Providence		103.00	
	Providence to Woonsocket	20	4.00	
1/26/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	
1/29/81	Home to Airport	10	2.00	
	Washington to Providence		103.00	
	Providence to Woonsocket	20	4.00	
2/2/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	
2/5/81	Home to Airport	10	2.00	
	Washington to Providence		103.00	
	Providence to Woonsocket	20	4.00	
2/9/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	
Total			981.00	



USAIR

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

PASSENGER'S COUPON

WASHINGTON NAT

WASHINGTON NAT

5873[illegible]

ST GERMAIN/CONGFERNAND

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	421	Y	5FEB	159P	OK	Y
O PROVIDENCE	AL	116	Y	9FEB	952A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

196.20 5FEB WASALPVD103.00 ALWAS
9.00 103.00 TLZ96.00

FORM OF PAYMENT

CCAX 3720 191579 51005 9/81

206.00

09117
936060910601

037 5873246535 2 O

USAIR

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

ATC

PASSENGER'S COUPON

19 JAN 81

AGENT
WASHINGTON
[illegible]

ST GERMAIN/F CONGRESSMAN

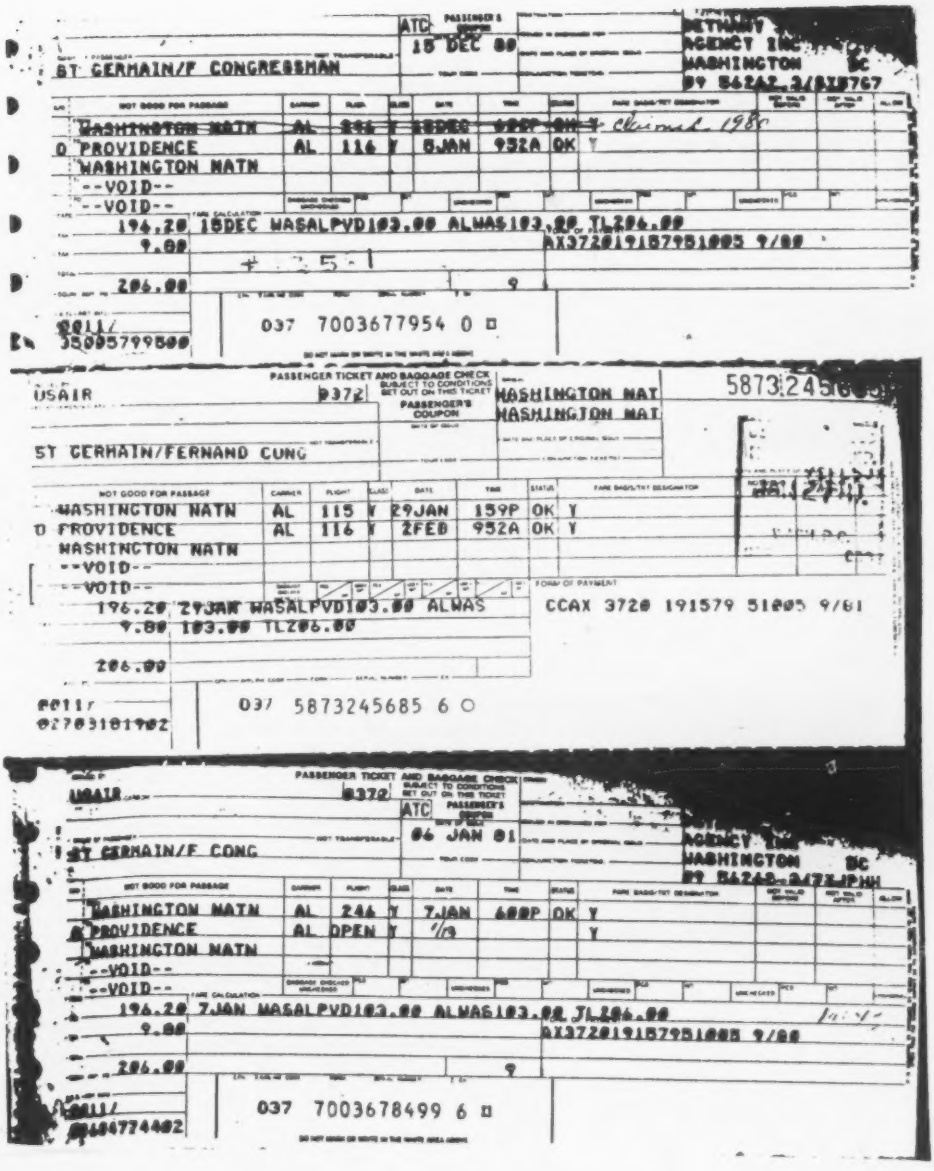
NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	115	Y	19JAN	159P	OK	Y 7/22/8: # 246
O PROVIDENCE	AL	OPEN	Y				Y 9/24/5: # 116
WASHINGTON NATN							
--VOID--							
--VOID--							

196.20 19JAN WASALPVD103.00 ALWA6103.00 TL296.00
9.00
AI372819157951005 9/80

206.00

08111
01985881305

037 7003678775 2 □



ATC PASSENGER'S COPY
15 DEC 80
ST GERMAIN/F CONGRESSMAN
BETHANY AGENCY INC WASHINGTON DC
89 84242 3/838767

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	246	Y	15DEC	600P	OK	Y Cleared 1980
O PROVIDENCE	AL	116	Y	5JAN	932A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

196.20 15DEC WASALPVD103.00 ALWAS103.00 TL296.00
9.00 AX372019157951005 9/80
+ 2.51
296.00 9
0011/ 35005799800
037 7003677954 0

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET PASSENGER'S COUPON
USAIR 3372 WASHINGTON NAT WASHINGTON NAT 5873245685

ST GERMAIN/FERNAND CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	115	Y	29JAN	159P	OK	Y
O PROVIDENCE	AL	116	Y	2FEB	952A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

196.20 29JAN WASALPVD103.00 ALWAS CCAX 3720 191579 51005 9/81
9.00 103.00 TL296.00
296.00
0011/ 02703181902
037 5873245685 6

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET PASSENGER'S COPY
USAIR 3372 ATC 06 JAN 81
ST GERMAIN/F CONG
AGENCY INC WASHINGTON DC
89 84242 3/838767

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	246	Y	7JAN	600P	OK	Y
O PROVIDENCE	AL	OPEN	Y	7/8			Y
WASHINGTON NATN							
--VOID--							
--VOID--							

196.20 7JAN WASALPVD103.00 ALWAS103.00 TL296.00
9.00 AX372019157951005 9/80
296.00 9
0011/ 00464774402
037 7003678499 6

Initiating Office
Voucher Number
217162

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	AMOUNT
2 (Mo.) 26 (Day) 81 (Yr.) TO ~~2 (Mo.) 30 (Day) 81 (Yr.)~~ 3 2 81	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Round trip airfare to district ~~Travel to District per itinerary attached~~ (Providence, RI) and [redacted] miles auto travel @ $.20 PAYEE'S INVOICE NUMBER 217162	$ 1,077.00
3 (Mo.) 5 (Day) 81 (Yr.) TO 3 (Mo.) 9 (Day) 81 (Yr.)	"	" PAYEE'S INVOICE NUMBER 217162	$
3 (Mo.) 12 (Day) 81 (Yr.) TO 3 (Mo.) 16 (Day) 81 (Yr.)	"	" PAYEE'S INVOICE NUMBER 217162	(12) $ 228.
3 (Mo.) 19 (Day) 81 (Yr.) TO 3 (Mo.) 23 (Day) 81 (Yr.)	"	" PAYEE'S INVOICE NUMBER 217162	(12) $ 228.
3 (Mo.) 26 (Day) 81 (Yr.) TO 3 (Mo.) 30 (Day) 81 (Yr.)	"	" PAYEE'S INVOICE NUMBER 217162	[redacted] $

24 mile waived per Helen

GRAND TOTAL $ 1,077.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified; (2) that the services were performed as stated; (3) that the prices charged are just and reasonable, and in accordance with agreement; and (4) that they are for use in or for my office in the discharge of my duties.

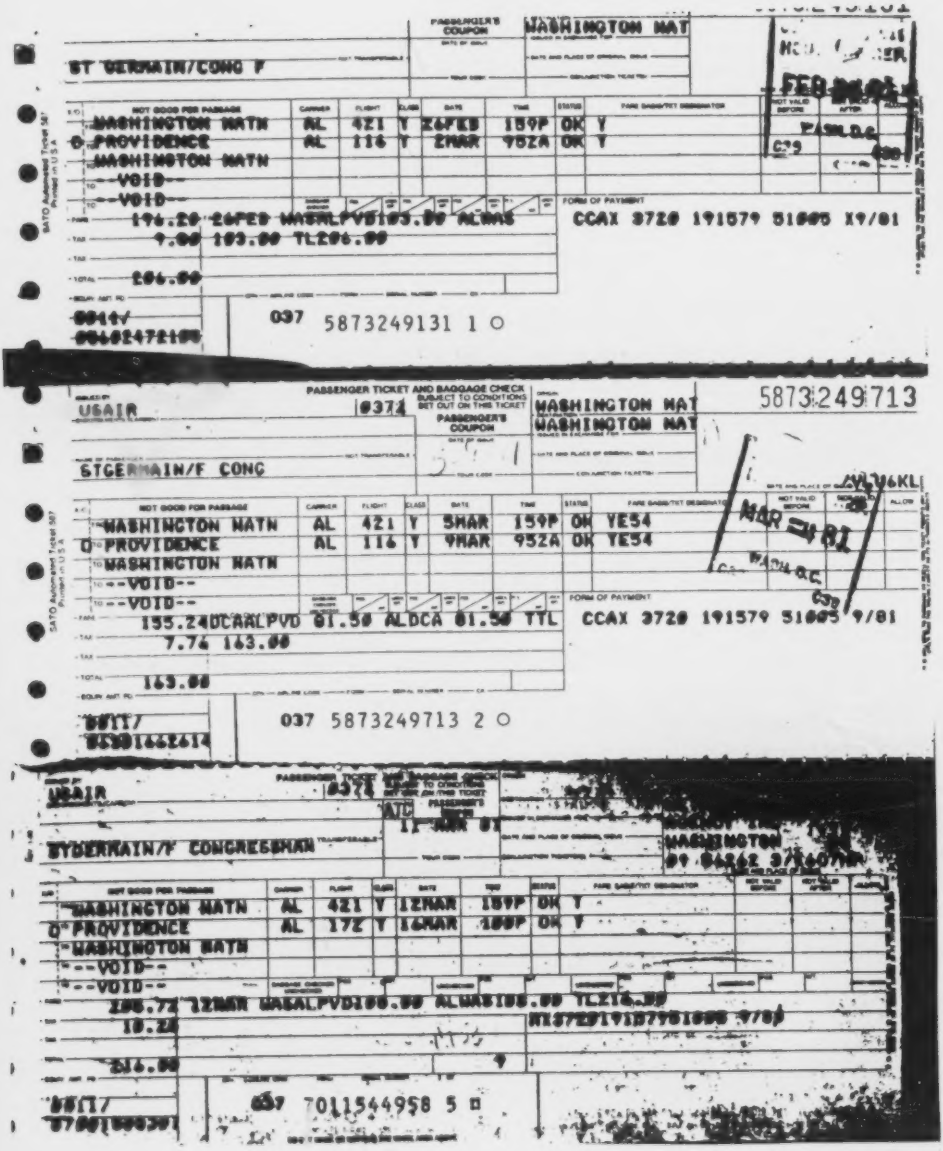
April 2, 1981 (Date)

(Member's signature)

(ORIGINAL—To Finance Office)

ITINERARY
HONORABLE FERNAND J. ST GERMAIN

Date	Travel Destination	Miles	Amount	Total
2/26/81	Home to Airport	10	2.00	
	Washington to Providence		103.00	
	Providence to Woonsocket	20	4.00	109.00
3/2/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		103.00	
	Airport to Home	10	2.00	109.00
3/5/81	Home to Airport	10	2.00	
	Washington to Providence		81.50	
	Providence to Woonsocket	20	4.00	87.50
3/9/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		81.50	
	Airport to Home	10	2.00	87.50
3/12/81	Home to Airport	10	2.00	
	Washington to Providence		108.00	
	Providence to Woonsocket	20	4.00	114.00
3/16/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
3/19/81	Home to Airport	10	2.00	
	Washington to Providence		108.00	
	Providence to Woonsocket	20	4.00	114.00
3/23/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
3/26/81	Home to Airport	10	2.00	
	Washington to Providence		108.00	
	Providence to Woonsocket	20	4.00	114.00
3/30/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
	Total			1,077.00



ST GERMAIN/CONG F

PASSENGER'S COUPON — WASHINGTON NAT

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	421	Y	26FEB	159P	OK	Y
PROVIDENCE	AL	116	Y	2MAR	952A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

FEB 26 01 — PAWLD.C. — C79

196.20 26FEB WASALPVD193.00 ALWAS
9.00 193.00 TL296.00
296.00

FORM OF PAYMENT: CCAX 3720 191579 51605 X9/01

9919/
0660247E199

037 5873249131 1 O

PASSENGER TICKET AND BAGGAGE CHECK — SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

USAIR — 0374

PASSENGER'S COUPON — WASHINGTON NAT — WASHINGTON NAT

5873249713

STGERMAIN/F CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	421	Y	5MAR	159P	OK	YE54
PROVIDENCE	AL	116	Y	9MAR	952A	OK	YE54
WASHINGTON NATN							
--VOID--							
--VOID--							

MAR 2 01 — WASH D.C. — 638

155.24DCAALPVD 81.50 ALDCA 81.50 TTL
7.76 163.00
163.00

FORM OF PAYMENT: CCAX 3720 191579 51605 9/01

9911/
8520166261

037 5873249713 2 O

USAIR — 0374

PASSENGER TICKET AND BAGGAGE CHECK — SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

ATD — 11 MAR 01 — PASSENGER'S COUPON

STGERMAIN/F CONGRESSMAN

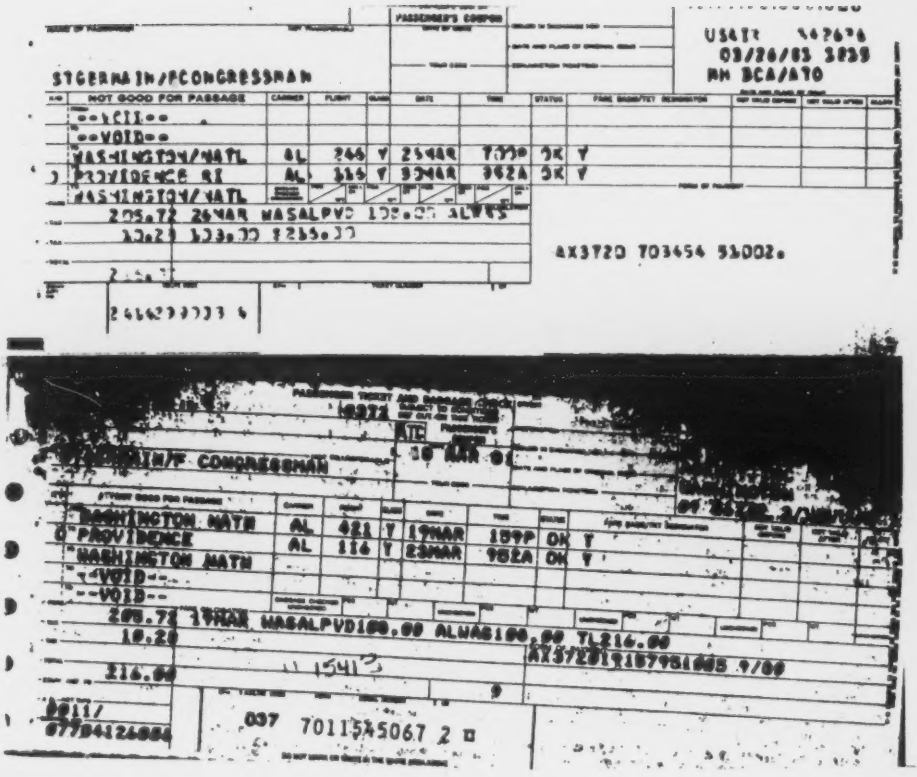
WASHINGTON

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	421	Y	12MAR	159P	OK	Y
PROVIDENCE	AL	172	Y	16MAR	159P	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

196.72 12MAR WASALPVD193.00 ALWAS193.00 TL216.00
19.28
216.00

9911/
8780[998391

657 7011544958 5 □



STGERMAIN/PCONGRESSMAN

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
CTL							
VOID							
WASHINGTON/NATL	AL	246	Y	25MAR	7330	OK	Y
PROVIDENCE RI	AL	116	Y	25MAR	952A	OK	Y
WASHINGTON/NATL							

205.72 26MAR WASALPVD 105.00 ALWAS

10.28 11.00 226.00

AX3720 703454 51002

2466299333 6

STGERMAIN/F CONGRESSMAN

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	421	Y	19MAR	1599	OK	Y
PROVIDENCE	AL	116	Y	23MAR	952A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

205.72 19MAR WASALPVD100.00 ALWAS100.00 TL216.00

10.28

216.00 11 1541 AX3720191579816035 9/80

037 70115345067 2

Initiating Office
Voucher Number
312339

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

4920.00

R.I. (State) — First (District) — HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
4 (Mo.) 2 (Day) 81 (Yr.) TO 5 (Mo.) 11 (Day) 81 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Round trip air (Woonsocket) Travel to District per itinerary attached and 60 miles @ $.20 PAYEE'S INVOICE NUMBER 312339	DO NOT WRITE IN THIS SPACE 18 AMOUNT $175.00
4 (Mo.) 6 (Day) 81 (Yr.) TO 4 (Mo.) 13 (Day) 81 (Yr.)	"	" PAYEE'S INVOICE NUMBER 312339	DO NOT WRITE IN THIS SPACE 12 AMOUNT $228.—
4 (Mo.) 27 (Day) 81 (Yr.) TO (Mo.) (Day) (Yr.)	"	One way travel Woonsocket To Washington and 30 miles @ $.20 PAYEE'S INVOICE NUMBER 312339	DO NOT WRITE IN THIS SPACE 12 AMOUNT $114.00
4 (Mo.) 30 (Day) 81 (Yr.) TO 5 (Mo.) 4 (Day) 81 (Yr.)	"	Round trip air travel To district (Woonsocket) and 60 miles @ $.20 PAYEE'S INVOICE NUMBER 312339	DO NOT WRITE IN THIS SPACE 12 AMOUNT $228.—
5 (Mo.) 7 (Day) 81 (Yr.) TO 5 (Mo.) 11 (Day) 81 (Yr.)	"	Round trip air travel To district (Woonsocket) and 80 miles @ $.20 PAYEE'S INVOICE NUMBER 312339	DO NOT WRITE IN THIS SPACE 12 AMOUNT $253.00

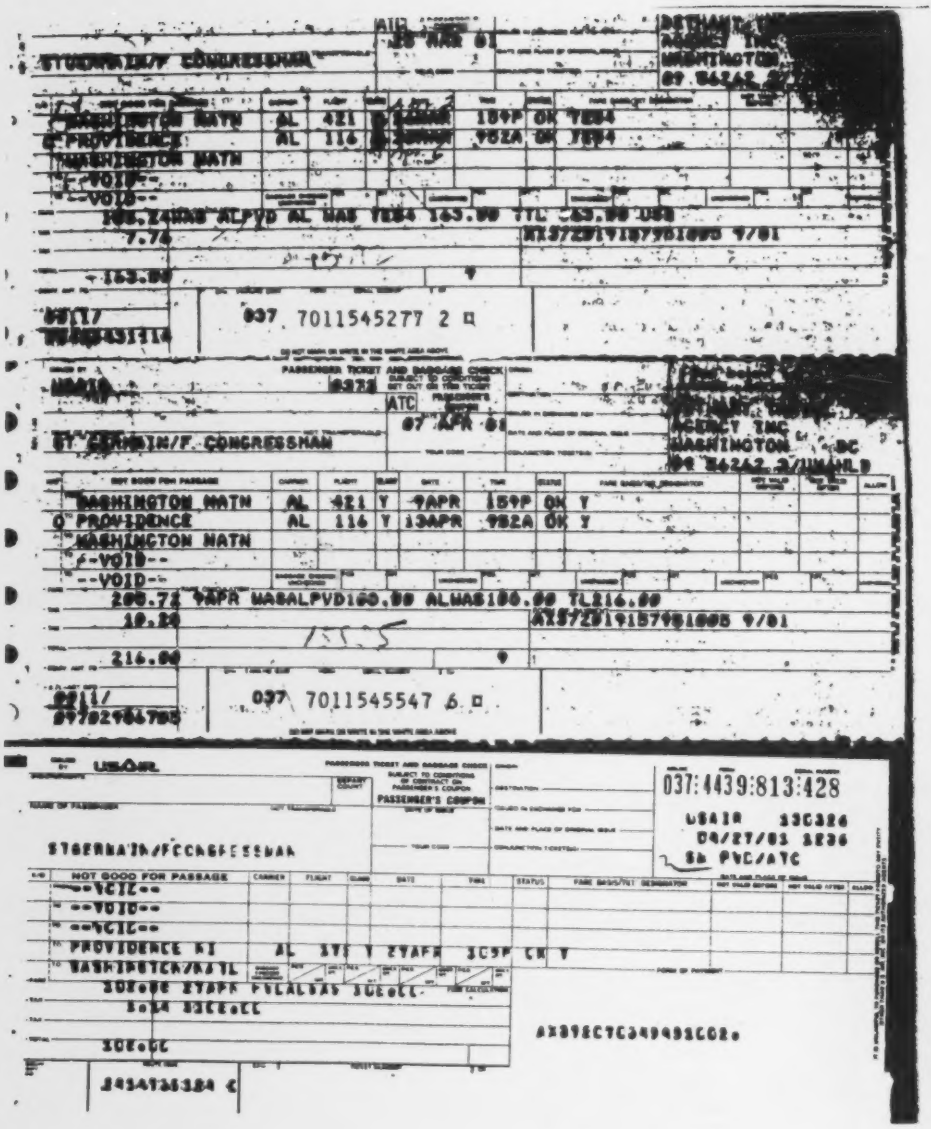
GRAND TOTAL $ 998.00 10

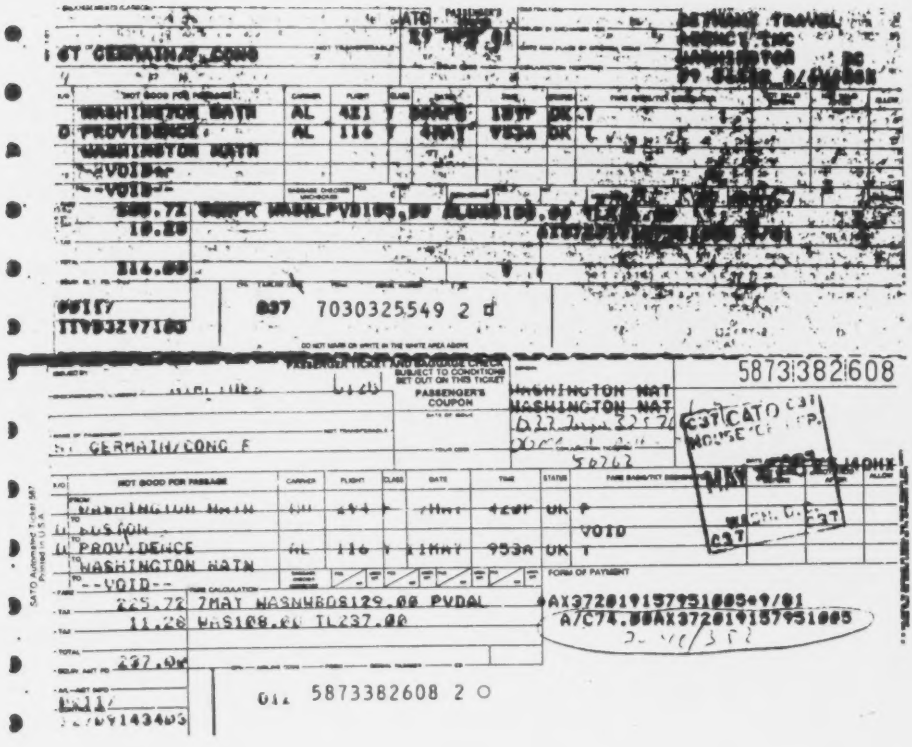
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified; (2) that the services were performed as stated; (3) that they are in accordance with the orders therefor; (4) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

May 12, 1981 (Date)

(Member's signature)

(ORIGINAL—To Finance Office)




ST GERMAIN/CONG
WASHINGTON NATN
PROVIDENCE
WASHINGTON NATN
--VOID--
--VOID--
330.72
10.28
316.00
837 7030325549 2 d
5873382608
WASHINGTON NAT
WASHINGTON NAT
ST GERMAIN/CONG F
WASHINGTON NATN
PROVIDENCE
WASHINGTON NATN
--VOID--
VOID
225.72
11.28
237.00
7MAY WASNWBOS129.00 PVDAL
WNS108.00 IL237.00
A/C74.00AX3720191579751005
01 5873382608 2 O

ITINERARY
HONORABLE FERNAND J. ST GERMAIN

Date	Travel Destination	Miles	Amount	Total
4/2/81	Home to Airport	10	2.00	
	Washington to Providence		81.50	
	Providence to Woonsocket	20	4.00	87.50
4/6/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		81.50	
	Airport to Home	10	2.00	87.50
4/9/81	Home to Airport	10	2.00	
	Washington to Providence		108.00	
	Providence to Woonsocket	20	4.00	114.00
4/13/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
4/27/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
4/30/81	Home to Airport	10	2.00	
	Washington to Providence		108.00	
	Providence to Woonsocket	20	4.00	114.00
5/4/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home	10	2.00	114.00
5/7/81	Home to Airport	10	2.00	
	Washington to Boston		129.00	
	Boston to Woonsocket	40	8.00	139.00
5/11/81	Woonsocket to Providence	20	4.00	
	Providence to Washington		108.00	
	Airport to Home		2.00	114.00
	Total			998.00

Initiating Office
Voucher Number
31[illegible]

UNITED STATES HOUSE OF [illegible]
[illegible]HER

'81 JUN 25 [illegible]

HON. Fernand J. St Germain ..... M.C.

[illegible] OF FINANCE OFFICE [illegible] OF FINANCE

DATE(S) OF SERVICE	PAYEE (Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
5 (Mo.) 13 (Day) 81 (Yr.) TO 6 (Mo.) 21 (Day) 81 (Yr.)	[illegible]rnand J. St Germain [illegible] HOB [illegible]ton, D.C. 20515	Travel to District, per itinerary attached PAYEE'S INVOICE NUMBER 312382	DO NOT WRITE IN THIS SPACE [illegible] AMOUNT $ 1,194.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE [illegible] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE [illegible] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE [illegible] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE [illegible] AMOUNT $

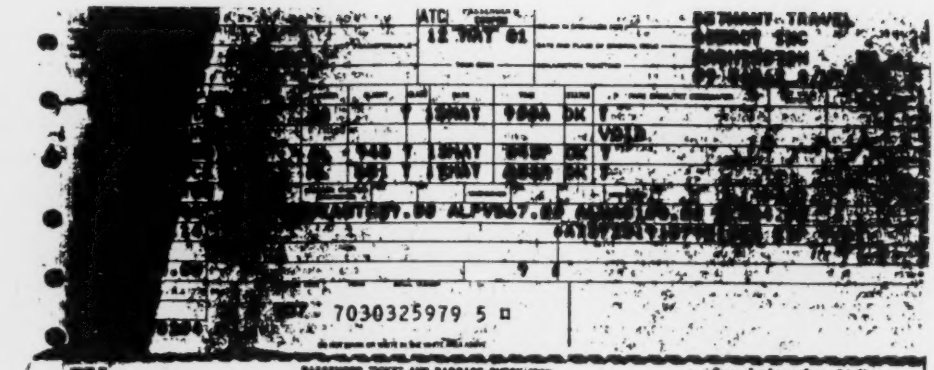
GRAND TOTAL $ 1,194.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in my official in the discharge of my duties.

6/24/81 (Date)

(Member's signature)

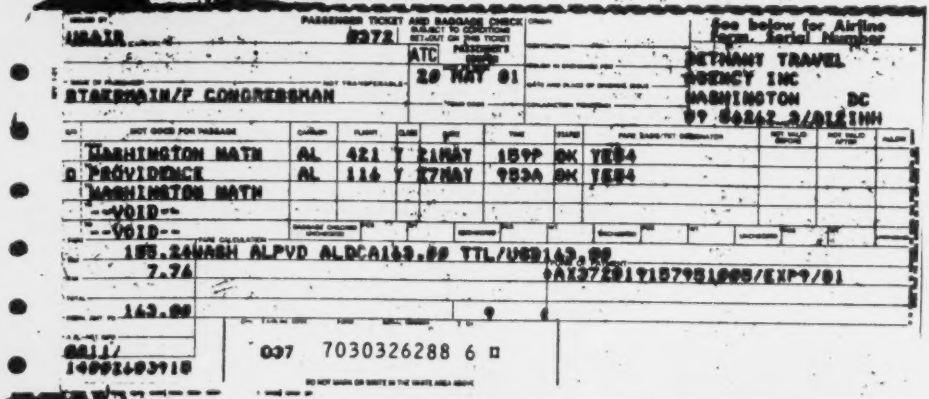
(ORIGINAL—To Finance Office)



12 MAY 01

VOID

7030325979 5



AIRAIR 8372

ATC

20 MAY 01

BETHANY TRAVEL AGENCY INC WASHINGTON DC

STOKEMAIN/F CONGRESSMAN

WASHINGTON NATN	AL	421	Y	21MAY	1599	OK	YE84
PROVIDENCE	AL	114	Y	27MAY	9530	OK	YE84
WASHINGTON NATN							
--VOID--							
--VOID--							

189.24WASH ALPVD ALDCA189.00 TTL/USD189.00

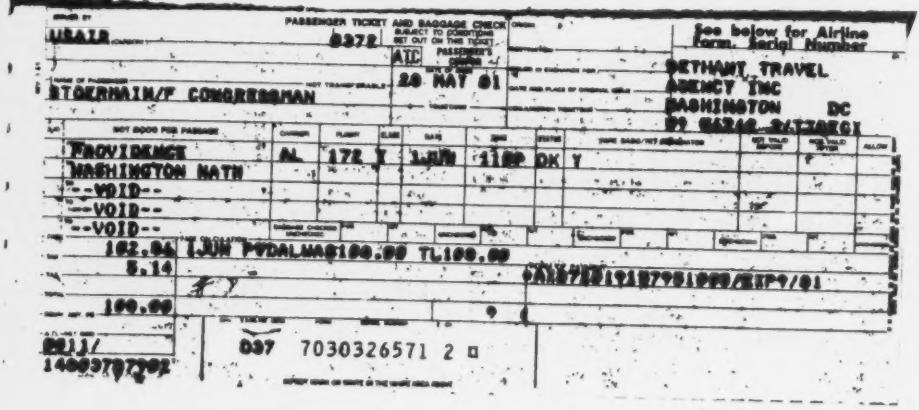
7.76

*AI372817187981005/EXP9/01

189.00

0011/
14003403918

037 7030326288 6



AIRAIR 8372

ATC

20 MAY 01

BETHANY TRAVEL AGENCY INC WASHINGTON DC

STOKEMAIN/F CONGRESSMAN

PROVIDENCE	AL	172	Y	1JUN	1100	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							
--VOID--							

182.86 1JUN PVDALWA@180.00 TL180.00

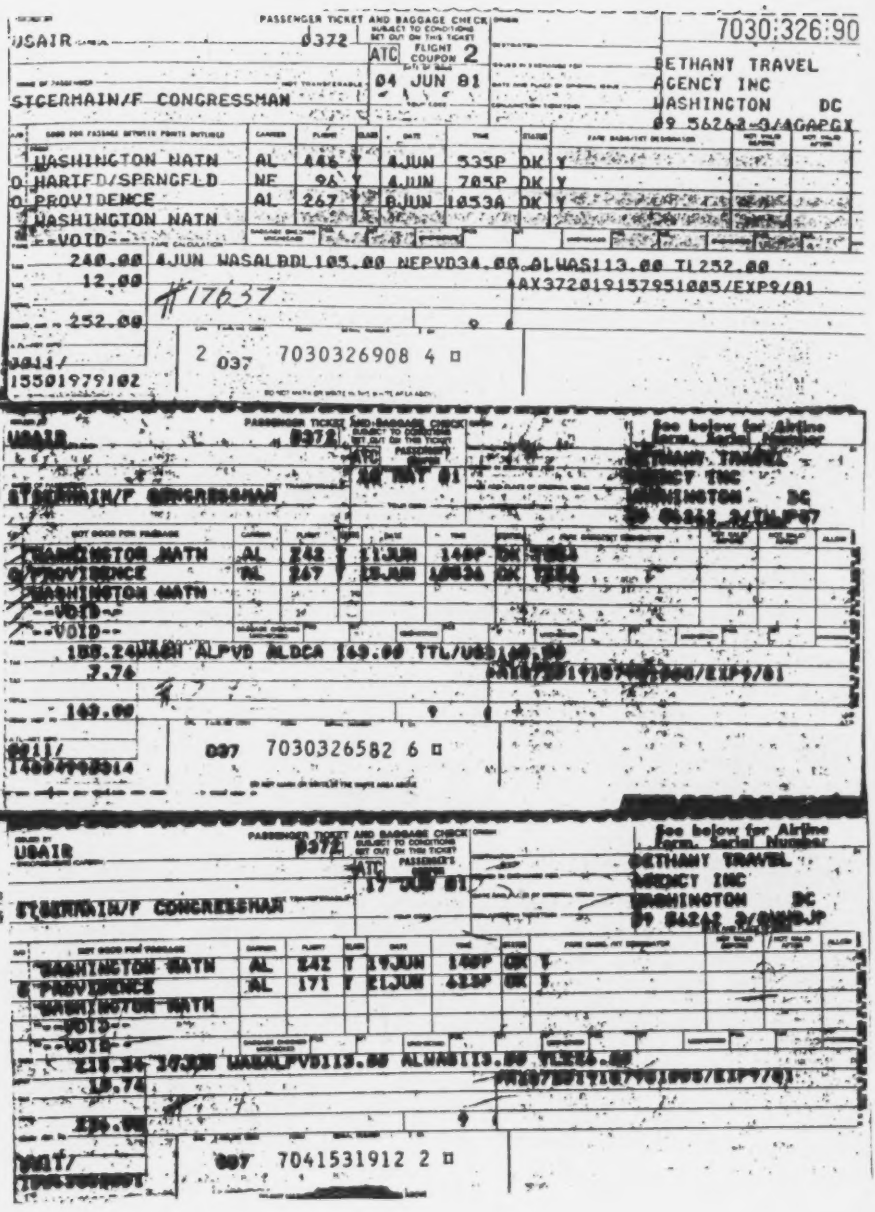
5.14

*AI372817187981005/EXP9/01

180.00

0011/
14003707302

037 7030326571 2



PASSENGER TICKET AND BAGGAGE CHECK
USAIR 0372
ATC FLIGHT COUPON 2
04 JUN 81
7030:326:90
BETHANY TRAVEL AGENCY INC WASHINGTON DC
89 56262-0/AGAPGX
SIGERMAIN/F CONGRESSMAN

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER
WASHINGTON NATN	AL	446	Y	4JUN	535P	OK	Y		
HARTFD/SPRNGFLD	NE	94	Y	4JUN	705P	OK	Y		
PROVIDENCE	AL	267	Y	8JUN	1053A	OK	Y		
WASHINGTON NATN									

--VOID--
248.00 4JUN WASALBDL105.00 NEPVD34.00 ALWAS113.00 TL252.00
12.00 #17637 4AX3720191579510B5/EXP9/81
252.00
2 037 7030326908 4
0811/
15591979102

PASSENGER TICKET AND BAGGAGE CHECK
USAIR 0372
ATC PASSENGER'S COPY
18 MAY 81
See below for Airline Form, Social Number
BETHANY TRAVEL AGENCY INC WASHINGTON DC
89 56262-0/AGAPGX
SIGERMAIN/F CONGRESSMAN

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER
WASHINGTON NATN	AL	242	Y	21JUN	140P	OK	Y		
PROVIDENCE	AL	267	Y	28JUN	1053A	OK	Y		
WASHINGTON NATN									

--VOID--
--VOID--
189.24WASH ALPVD ALDCA 149.00 TTL/U83149.00
9.76 4AX3720191579510B5/EXP9/81
149.00
0811/
14894983914
037 7030326582 6

PASSENGER TICKET AND BAGGAGE CHECK
USAIR 0372
ATC PASSENGER'S COPY
17 JUN 81
See below for Airline Form, Social Number
BETHANY TRAVEL AGENCY INC WASHINGTON DC
89 56262-0/AGAPGX
SIGERMAIN/F CONGRESSMAN

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER
WASHINGTON NATN	AL	242	Y	19JUN	140P	OK	Y		
PROVIDENCE	AL	171	Y	21JUN	433P	OK	Y		
WASHINGTON NATN									

--VOID--
--VOID--
218.24 3P3JH WASALPVD113.00 ALWAS113.00 TL226.00
15.76 4AX3720191579510B5/EXP9/81
226.00
0811/
037 7041531912 2

ITINERARY
HONORABLE FERNAND J. ST GERMAIN

Date	Travel Destination	Miles	Amount	Total	
5/13/81 airfare	~~Home to Airport~~ Washington to Providence ~~Providence to Woonsocket~~	~~10~~ & 30 miles @ $.20 ~~20~~	~~2.00~~ 108.00 ~~4.00~~	114.00	(12)
5/18/81 airfare	~~Woonsocket to Providence~~ Providence to Washington ~~Airport to Home~~	~~20~~ & 30 m/s @ $.20 ~~10~~	~~4.00~~ 108.00 ~~2.00~~	114.00	(12)
5/21/81 airfare	~~Home to Airport~~ Washington to Providence ~~Providence to Woonsocket~~	~~10~~ & 30 m/s @ $.20 ~~20~~	~~2.00~~ 81.50 ~~4.00~~	87.50	(12)
5/27/81 airfare	~~Woonsocket to Providence~~ Providence to Washington Airport to Home	~~20~~ & 30 m/s @ $.20 ~~10~~	~~4.00~~ 81.50 ~~2.00~~	87.50	(12)
6/1/81 airfare	~~Woonsocket to Providence~~ Providence to Washington ~~Airport to Home~~	~~20~~ & m/s @ $.20 ~~10~~	~~4.00~~ 108.00 ~~2.00~~	114.00	(12)
6/4/81 airfare	~~Home to Airport~~ Washington to Providence (via Hartford) ~~Providence to Woonsocket~~	~~10~~ & 30 m/s @ $.20 ~~20~~	~~2.00~~ 139.00 ~~4.00~~	145.00	(12)
6/8/81 airfare	~~Woonsocket to Providence~~ Providence to Washington ~~Airport to Home~~	~~20~~ & 30 m/s @ $.20 ~~10~~	~~4.00~~ 113.00 ~~2.00~~	119.00	(12)
6/11/81 airfare	~~Home to Airport~~ Washington to Providence ~~Providence to Woonsocket~~	~~10~~ & 30 m/s @ $.20 ~~20~~	~~2.00~~ 81.50 ~~4.00~~	87.50	(12)
6/15/81 airfare	~~Woonsocket to Providence~~ Providence to Washington Airport to Home.	~~20~~ & 30 m/s @ $.20 ~~10~~	~~4.00~~ 81.50 ~~2.00~~	87.50	(12)
6/19/81 airfare	~~Home to Airport~~ Washington to Providence ~~Providence to Woonsocket~~	~~10~~ & 30 m/s @ $.20 ~~20~~	~~2.00~~ 113.00 ~~4.00~~	119.00	(12)
6/21/81 airfare	~~Woonsocket to Providence~~ Providence to Washington ~~Airport to Home~~	~~20~~ & 30 m/s @ $.20 ~~10~~	~~4.00~~ 113.00 ~~2.00~~	119.00	(12)
	Total			1,194.00	

INV. NO 312302

Initiating Office Voucher Number 312306

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R. I. (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
6 (Mo.) 26 (Day) 81 (Yr.) TO 7 (Mo.) 31 (Day) 81 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Travel to District per attached Itinerary PAYEE'S INVOICE NUMBER 312306	$ 922.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$

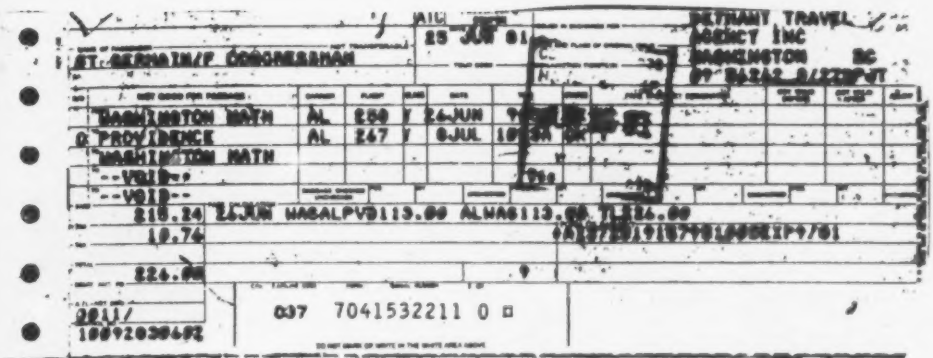
GRAND TOTAL $ 922.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in connection with official business in the discharge of my duties.

July 31, 1981
(Date)

Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)



ST GERMAIN/P CONGRESSMAN

BETHANY TRAVEL AGENCY INC WASHINGTON DC

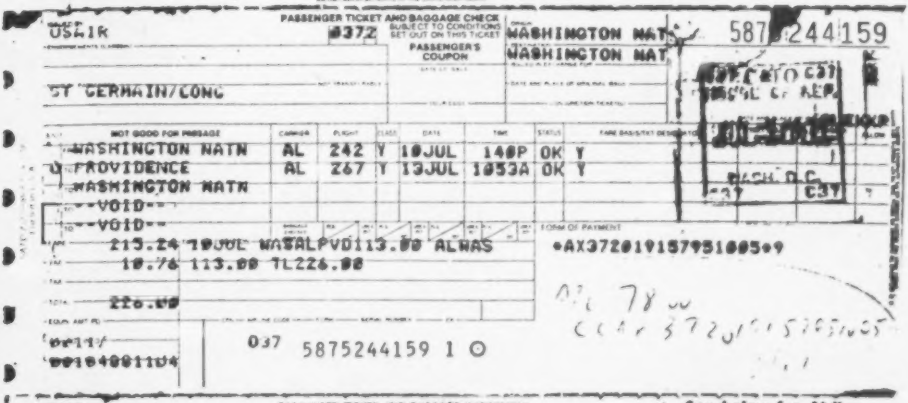
WASHINGTON NATN AL 250 Y 24JUN
PROVIDENCE AL 247 Y 8JUL
WASHINGTON NATN
--VOID--
--VOID--

218.24 24JUN WASALPVD113.00 ALWAS113.00 TL224.00
10.76

224.00

0211/
1089203648

037 7041532211 0



USAIR

PASSENGER TICKET AND BAGGAGE CHECK 8372
PASSENGER'S COUPON

WASHINGTON NAT
WASHINGTON NAT

587 5244159

ST GERMAIN/CONG

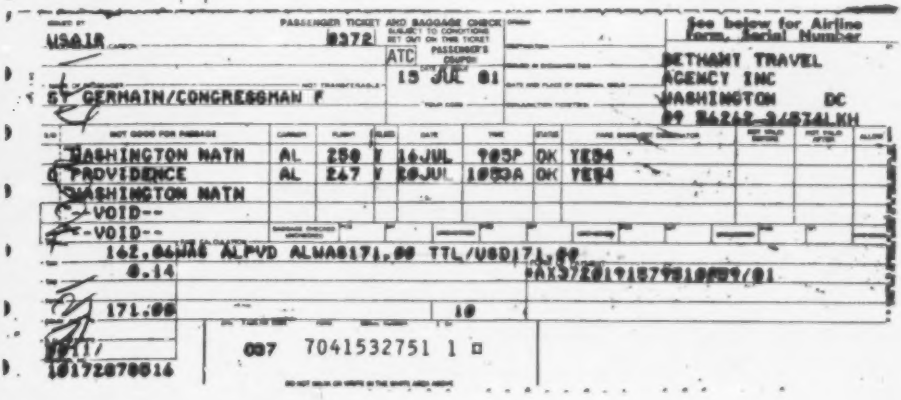
WASHINGTON NATN AL 242 Y 10JUL 140P OK Y
PROVIDENCE AL 247 Y 13JUL 1053A OK Y
WASHINGTON NATN
--VOID--
--VOID--

218.24 10JUL WASALPVD113.00 ALWAS
10.76 113.00 TL226.00

226.00

0211/
0019408110

037 5875244159 1 O



USAIR

PASSENGER TICKET AND BAGGAGE CHECK 8372
ATC
PASSENGER'S COUPON
15 JUL 81

See below for Airline Form, Serial Number

BETHANY TRAVEL AGENCY INC
WASHINGTON DC

ST GERMAIN/CONGRESSMAN F

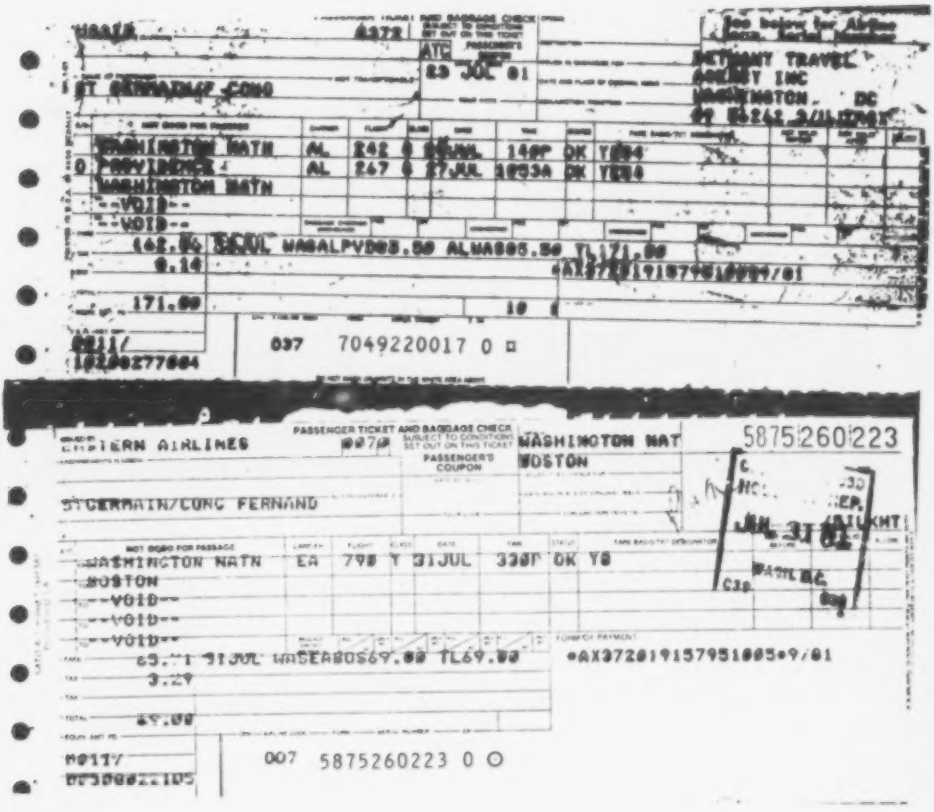
WASHINGTON NATN AL 250 Y 16JUL 705P OK YE94
PROVIDENCE AL 247 Y 20JUL 1053A OK YE94
WASHINGTON NATN
--VOID--
--VOID--

142.86WAS ALPVD ALWAS171.00 TTL/USD171.00
0.14

171.00

0211/
1017287816

037 7041532751 1



[redacted]

EASTERN AIRLINES PASSENGER TICKET AND BAGGAGE CHECK 5875260223

WASHINGTON NAT
BOSTON

ST GERMAIN/CONG FERNAND

NOT GOOD FOR PASSAGE AFTER	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	EA	798	Y	31JUL	3307	OK	Y8
BOSTON							
--VOID--							
--VOID--							
--VOID--							

63.71 31JUL WASEA BOS69.00 TL69.00 *AX372019157951005*9/81

3.29

69.00

007 5875260223 0 O

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

June 26-July 31, 1981

miles @ $.20

Date	Travel Destination	Miles	Amount	Total	
6/26/81	Home to Airport	10	2.00		
airfare	Washington to Providence	30	113.00	$ 119.00	(12)
	Providence to Woonsocket	20	4.00		
7/8/81	Woonsocket to Providence	20	4.00		
"	Providence to Washington	30	113.00		
	Airport to Home	10	2.00	119.00	(12)
7/10/81	Home to Airport	10	2.00		
"	Washington to Providence	30	113.00		
	Providence to Woonsocket	20	4.00	119.00	(12)
7/13/81	Woonsocket to Providence	20	4.00		
"	Providence to Washington	30	113.00		
	Airport to Home	10	2.00	119.00	(12)
7/16/81	Home to Airport	10	2.00		
"	Washington to Providence	30	85.50		
	Providence to Woonsocket	20	4.00	91.50	(12)
7/20/81	Woonsocket to Providence	20	4.00		
"	Providence to Washington	30	85.50		
	Airport to Home	10	2.00	91.50	(12)
7/24/81	Home to Airport	10	2.00		
"	Washington to Providence	30	85.50		
	Providence to Woonsocket	20	4.00	91.50	(12)
7/27/81	Woonsocket to Providence	20	4.00		
"	Providence to Washington	30	85.50		
	Airport to Home	10	2.00	91.50	(12)
7/31/81	Home to Airport	10	2.00		
"	Washington to Boston	55	69.00		
	Boston to Woonsocket	45	9.00	80.00	(12)
	Total			922.00	

INV. NO (312306)

Initiating Office
Voucher Number
312328

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

81 OCT -5 A8:39

R.I. State — First District — HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
8 (Mo.) 4 (Day) 81 (Yr.) TO 9 (Mo.) 28 (Day) 81 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel Reimbursement to District PAYEE'S INVOICE NUMBER: 312328	DO NOT WRITE IN THIS SPACE 043802 AMOUNT $ 1,182.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043802 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043802 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043802 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043802 AMOUNT $

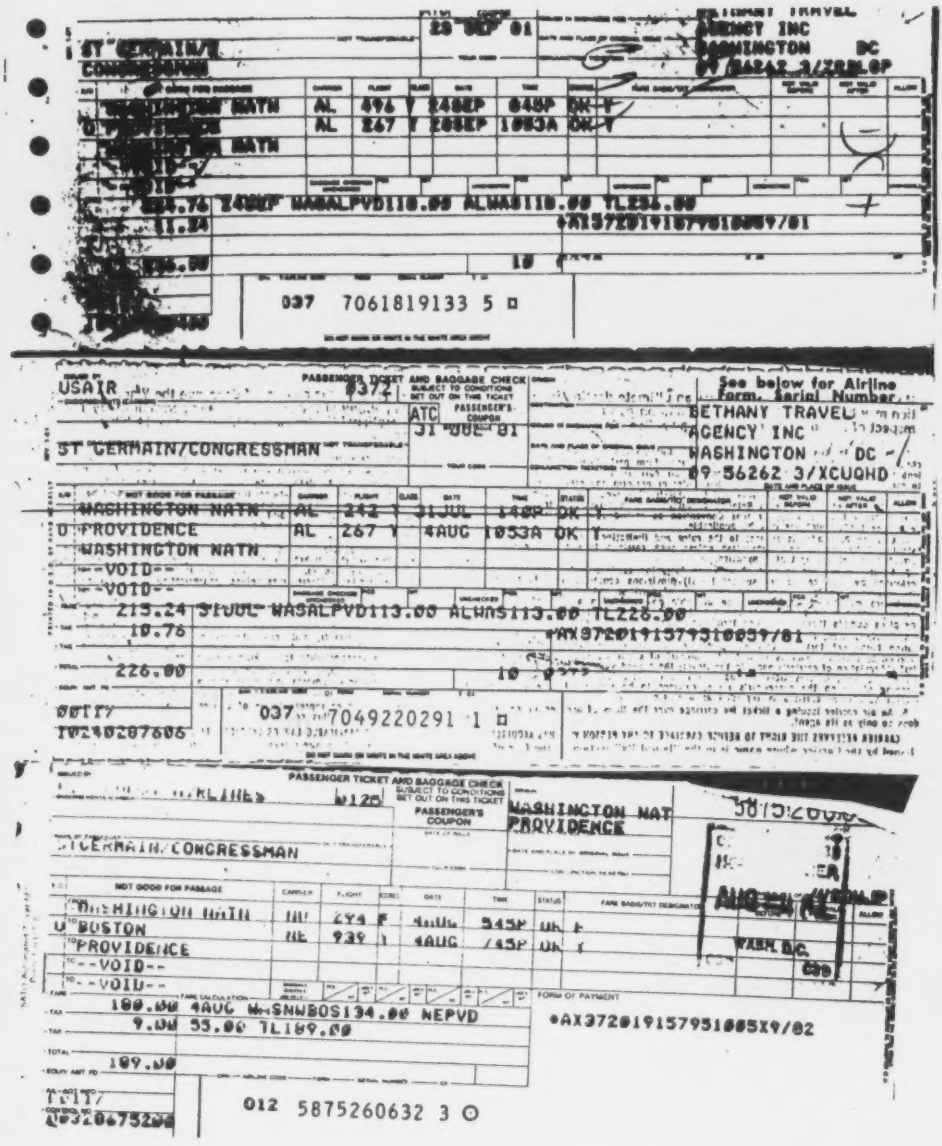
GRAND TOTAL $ 1,182.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above stated, or services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in my office in the discharge of my duties.

October 2, 1981
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)



ST GERMAIN/C
CONGRESSMAN

BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3/ZRBL8P

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATH	AL	496	Y	24SEP	845P	OK	Y
PROVIDENCE	AL	267	Y	25SEP	1053A	OK	Y
WASHINGTON NATH							

--VOID--
--VOID--

234.76 24SEP WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372019187951865X7/81
236.00 10

037 7061819133 5

USAIR 9372

ATC 31 JUL 81

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COUPON

See below for Airline Form, Serial Number

BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3/XCUQHD

ST GERMAIN/CONGRESSMAN

	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATH	AL	242	Y	31JUL	140P	OK	Y
PROVIDENCE	AL	267	Y	4AUG	1053A	OK	Y
WASHINGTON NATH							

--VOID--
--VOID--

215.24 31JUL WASALPVD113.00 ALWAS113.00 TL226.00
10.76 *AX372019137951865X9/81
226.00 10

00117
IR2490287606

037 7049220291 1

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COUPON

WASHINGTON NAT
PROVIDENCE

ST GERMAIN CONGRESSMAN

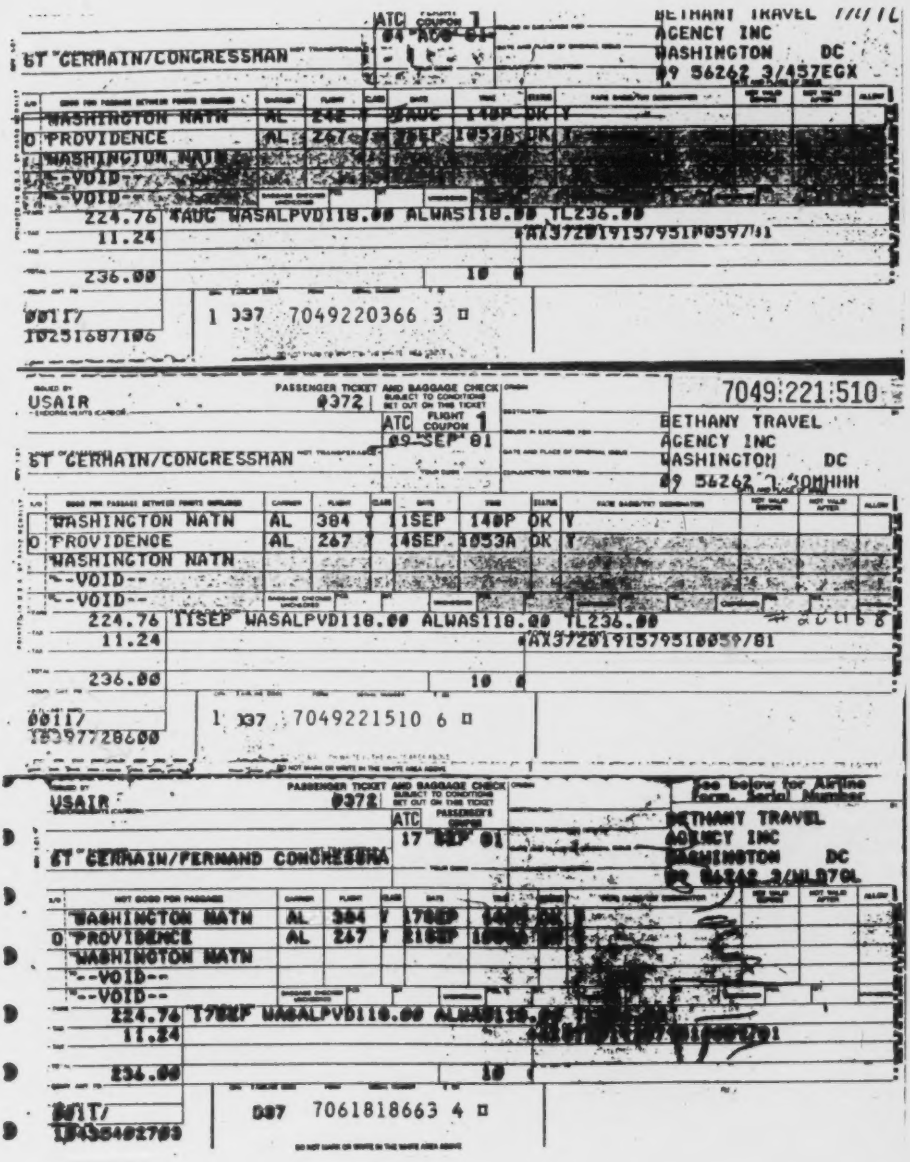
	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATH	NE	294	F	4AUG	545P	OK	F
BOSTON	NE	939	1	4AUG	745P	OK	I
PROVIDENCE							

--VOID--
--VOID--

100.00 4AUG WASNWBOS134.00 NEPVD
9.00 55.00 TL189.00
189.00

*AX372019157951865X9/82

012 5875260632 3



ISSUED BY
USAIR
0372
ATC COUPON 1
09 SEP 81
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3/457EGX
ST CERMAIN/CONGRESSMAN

NOT GOOD FOR PASSAGE BEYOND POINTS SHOWN	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	11SEP	140P	OK	Y			
O PROVIDENCE	AL	267	Y	14SEP	1053A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 11SEP WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372019157951B0597/81
236.00 10

0011/
1D251687196

1 037 7049220366 3

ISSUED BY
USAIR
0372
ATC COUPON 1
09 SEP 81
7049 221 510
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3/OMHHH
ST CERMAIN/CONGRESSMAN

NOT GOOD FOR PASSAGE BEYOND POINTS SHOWN	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	11SEP	140P	OK	Y			
O PROVIDENCE	AL	267	Y	14SEP	1053A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 11SEP WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372019157951B0597/81
236.00 10

0011/
1D397728600

1 037 7049221510 6

ISSUED BY
USAIR
0372
ATC COUPON 1
17 SEP 81
See below for Airline Num. Serial Number
BETHANY TRAVEL
AGENCY INC
WASHINGTON DC
09 56262 3/WLD70L
ST CERMAIN/FERNAND CONGRESSMA

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	17SEP	140P	OK	Y			
O PROVIDENCE	AL	267	Y	21SEP	1053A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 17SEP WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372019157951B0597/81
236.00 10

0011/
1D435402783

037 7061818663 4

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
August-September 1981

Date	Travel Destination	Miles	Amount	Total
	~~Mileage~~ Mileage			
8/4/81	Woonsocket to Providence	20	4.00	
Airfare	Providence to Washington		113.00	
	Airport to Home @ .20	10	2.00	119.00
8/4/81	Home to Airport	10	2.00	
Airfare	Washington/Boston/Providence		189.00	
	Providence to Woonsocket	20	4.00	195.00
9/9/81	Woonsocket to Providence	20	4.00	
"	Providence to Washington		118.00	
	Airport to Home	10	2.00	124.00
9/11/81	Home to Airport	10	2.00	
"	Washington to Providence		118.00	
	Providence to Woonsocket	20	4.00	124.00
9/14/81	Woonsocket to Providence	20	4.00	
"	Providence to Washington		118.00	
	Airport to Home	10	2.00	124.00
9/17/81	Home to Airport	10	2.00	
"	Washington to Providence		118.00	
	Providence to Woonsocket	20	4.00	124.00
9/21/81	Woonsocket to Providence	20	4.00	
"	Providence to Washington		118.00	
	Airport to Home	10	2.00	124.00
9/24/81	Home to Airport	10	2.00	
"	Washington to Providence		118.00	
	Providence to Woonsocket	20	4.00	124.00
9/28/81	Woonsocket to Providence	20	4.00	
"	Providence to Washington		118.00	
	Airport to Home	10	2.00	124.00
				1,182.00

(12) (12) (12) (12) (12) (12) (12) (12) (12)

912328

Initiating Office
Voucher Number
31232

VOUCHER 81

R.I. State

HON. Fernand J. St Germain M.C.
(Name of Finance Office)

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
10 1 81 (Mo.) (Day) (Yr.) TO 11 16 81 (Mo.) (Day) (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel Expenses to District as per itinerary attached PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE ✓ AMOUNT $ 1,618.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $

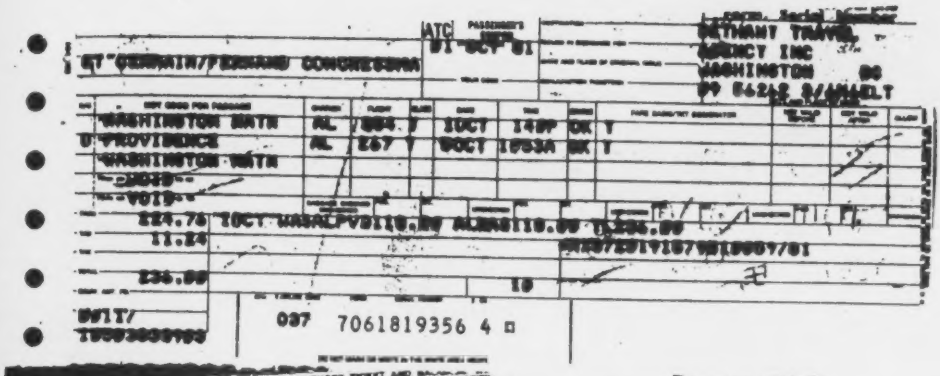
GRAND TOTAL $ 1,618.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in or for my office in the discharge of my duties.

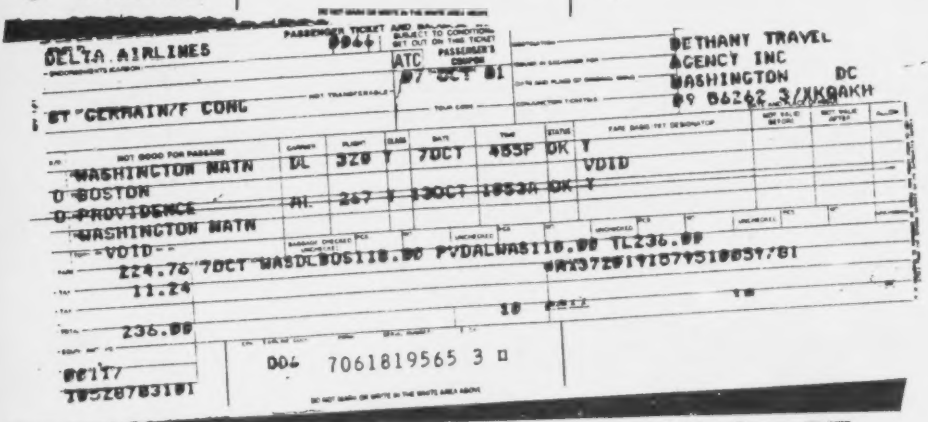
November 20, 1981
(Date)

(Member's signature)

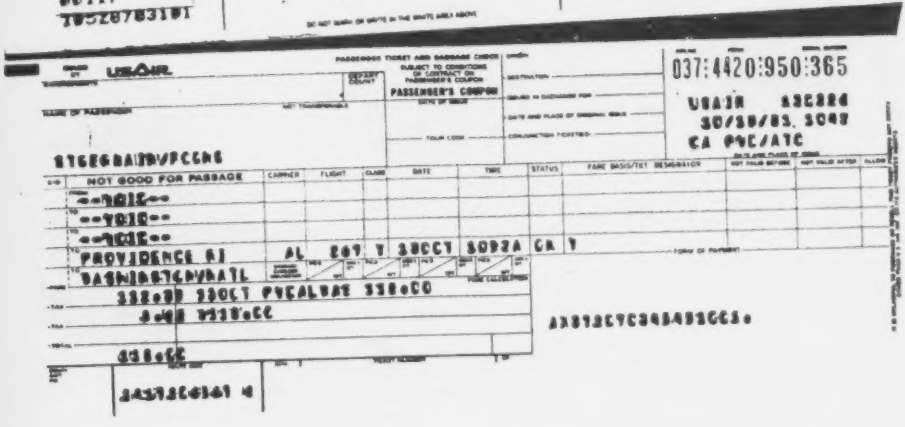
(ORIGINAL—To Finance Office)



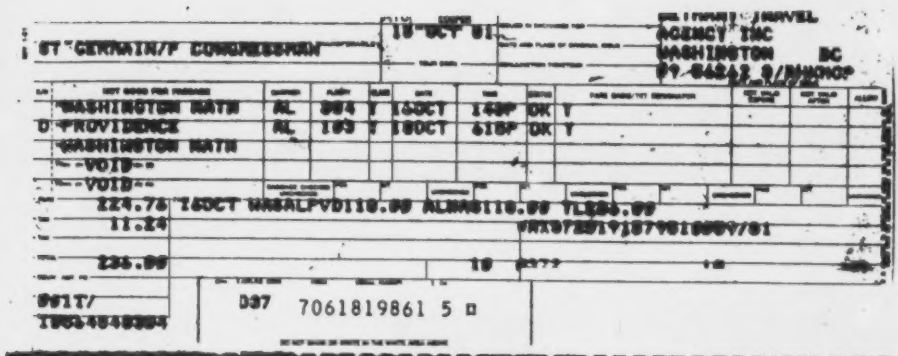
ATC PASSENGER'S COPY
07 OCT 81
ST GERMAIN/FERNAND CONGRESSMA
BETHANY TRAVEL AGENCY INC WASHINGTON DC
NOT GOOD FOR PASSAGE
WASHINGTON NATN AL 7004 Y 10CT 148P OK Y
U PROVIDENCE AL 267 Y 10CT 1953A OK Y
WASHINGTON NATN
--VOID--
224.76 10CT WASALPVD118.00 ALWAS118.00 TL236.00
11.24
236.00
10
037 7061819356 4



DELTA AIRLINES 0946
07 OCT 81
ST GERMAIN/F CONG
BETHANY TRAVEL AGENCY INC WASHINGTON DC
NOT GOOD FOR PASSAGE
WASHINGTON NATN DL 320 Y 7OCT 455P OK Y VOID
U BOSTON
D PROVIDENCE AL 267 Y 10OCT 1953A OK Y
WASHINGTON NATN
--VOID--
224.76 7OCT WASDLBOS118.00 PVDALWAS118.00 TL236.00
11.24
236.00
10
004 7061819565 3



USAIR
037:4420:950:365
USAIR 132824
30/10/83 1048
CA PVC/ATC
NOT GOOD FOR PASSAGE
--VOID--
--VOID--
--VOID--
PROVIDENCE RI AL 267 Y 30OCT $092A OK Y
WASHINGTON/DULLES
338.00 30OCT PVCALDAS 338.00
338.00
338.00



ST GERMAIN/F CONGRESSMAN

18 OCT 81

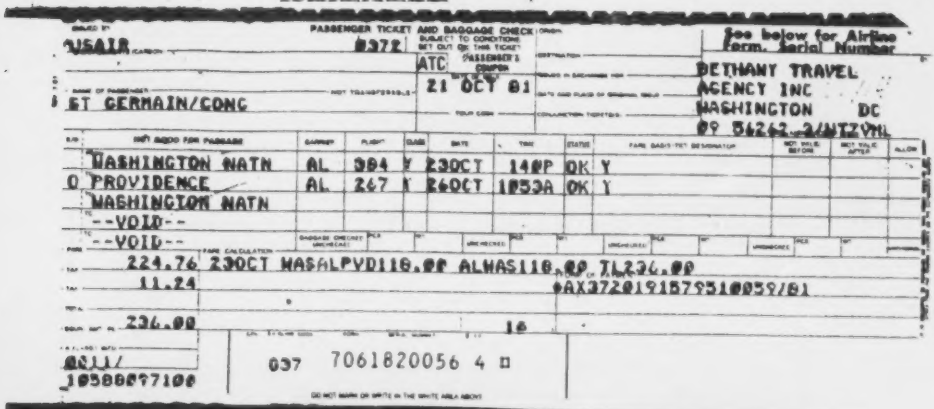
BETHANY TRAVEL AGENCY INC WASHINGTON DC 89 84242 9/BWHQP

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	19OCT	140P	OK	Y			
0 PROVIDENCE	AL	183	Y	19OCT	615P	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 19OCT WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372819187951000/81
236.00 18

881T/
1958458384

037 7061819861 5



USAIR 0372

ATC PASSENGER'S COUPON

21 OCT 81

See below for Airline Form Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC 89 84242 9/NTZYH

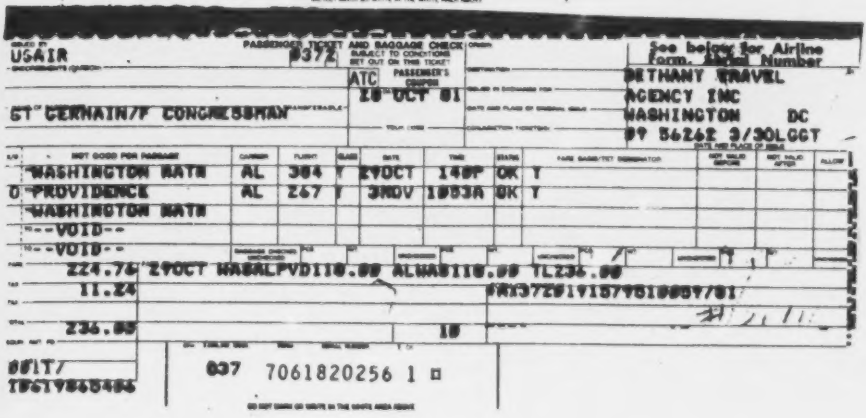
ST GERMAIN/CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	23OCT	140P	OK	Y			
0 PROVIDENCE	AL	267	Y	26OCT	1053A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 23OCT WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372819187951000/81
236.00 18

881T/
1958877108

037 7061820056 4



USAIR 0372

ATC PASSENGER'S COUPON

28 OCT 81

See below for Airline Form Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC 89 84242 9/3OLGGT

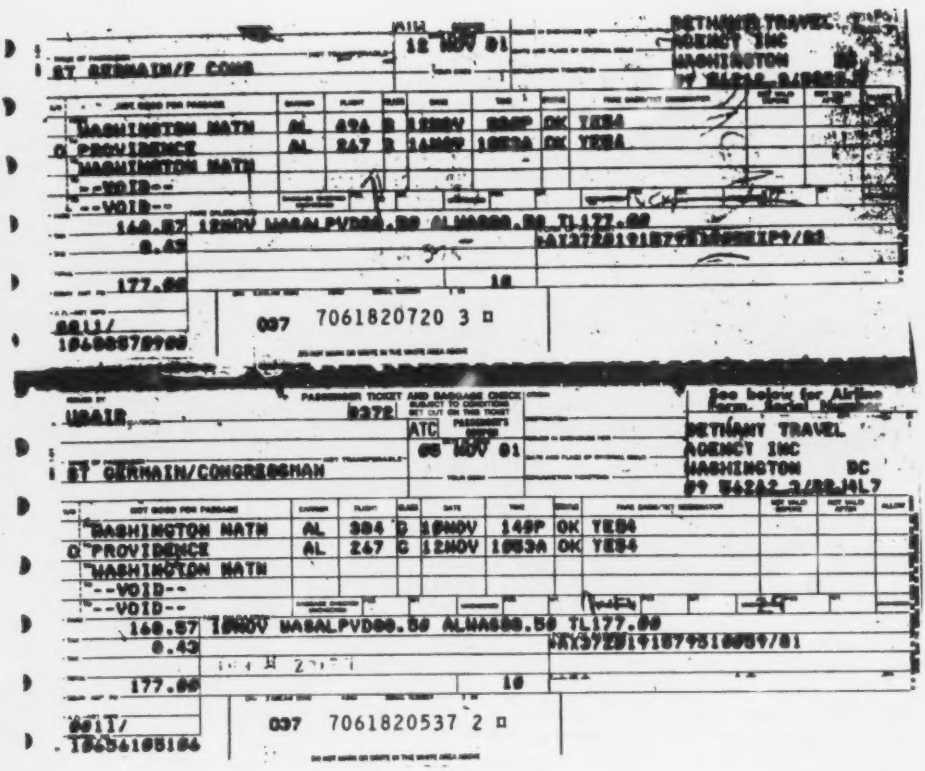
ST GERMAIN/F CONGRESSMAN

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION	NOT VALID BEFORE	NOT VALID AFTER	ALLOW
WASHINGTON NATN	AL	384	Y	29OCT	140P	OK	Y			
0 PROVIDENCE	AL	267	Y	3NOV	1053A	OK	Y			
WASHINGTON NATN										
--VOID--										
--VOID--										

224.76 29OCT WASALPVD118.00 ALWAS118.00 TL236.00
11.24 *AX372819187951000/81
236.00 18

881T/
1961945484

037 7061820256 1



12 NOV 91

BETHANY TRAVEL AGENCY INC WASHINGTON

ST GERMAIN/P CONR

WASHINGTON NATN	AL	494	B	12NOV	0800P	OK	YEB4
O PROVIDENCE	AL	267	B	12NOV	1053A	OK	YEB4
WASHINGTON NATN							
--VOID--							
--VOID--							

160.87 12NOV WASALPVD00.00 ALWA00.00 TL177.00

0.43 XA1372B191879518084/81

177.00 18

0811/ 18406879900

037 7061820720 3

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

USAIR 9372

ATC PASSENGER'S COPY

08 NOV 91

See below for Airline Contn. Serial Number

BETHANY TRAVEL AGENCY INC WASHINGTON DC

ST GERMAIN/CONGRESSMAN

WASHINGTON NATN	AL	384	B	12NOV	149P	OK	YEB4
O PROVIDENCE	AL	267	B	12NOV	1053A	OK	YEB4
WASHINGTON NATN							
--VOID--							
--VOID--							

160.87 12NOV WASALPVD00.00 ALWA00.00 TL177.00

0.43 XA1372B191879518084/81

177.00 18

0811/ 18406879900

037 7061820537 2

Date	Travel Destination	Miles	Amount	Total	
10/1/81	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
10/5/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	(12)
10/7/81	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
10/13/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	(12)
10/16/81	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
10/18/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	(12)
10/23/81	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
10/26/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	(12)
10/29/81	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
11/3/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	(12)
11/10/81	Home to Airport	10	2.00		
	Washington to Providence		88.50		
	Providence to Woonsocket	20	4.00	94.50	(12)
11/12/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		88.50		
	Airport to Home	10	2.00	94.50	(12)
11/12/81	Home to Airport	10	2.00		
	Washington to Providence		88.50		
	Providence to Woonsocket	20	4.00	94.50	(12)
11/16/81	Woonsocket to Providence	20	4.00		
	Providence to Washington		88.50		
	Airport to Home	10	2.00	94.50	(12)
				1,618.00	

Invoice no. 312322

Initiating Office
Voucher Number
312314

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

82 (Please Use Typewriter or Ballpoint Pen)
JAN 22 AM 8:32
M.C. FINANCE OFFICE

R.I. (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
11 (Mo.) 28 (Day) 81 (Yr.) TO 12 (Mo.) 31 (Day) 81 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Travel Expenses to District as per itinerary attached. PAYEE'S INVOICE NUMBER: 312314	DO NOT WRITE IN THIS SPACE 043982 AMOUNT $ 620.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043982 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043982 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043982 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE 043982 AMOUNT $

GRAND TOTAL $ 620.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are correct, and in accordance with agreement; and (4) that they are for use in only my office in the discharge of my duties.

January 21, 1982 (Date)

Fernand J. St Germain (Member's signature)

(ORIGINAL—To Finance Office)

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
November 20-December 31, 1981

Date	Travel Destination	Miles @ $.20	Amount	Total	
	AIRFARE, [redacted]				
11/20/81	~~Home to Airport~~	10	~~2.00~~		
	Washington to Providence	30	118.00		
	~~Providence to Woonsocket~~	20	~~4.00~~	$124.00	12
	AND MILEAGE TO & FROM AIRPORT				
11/30/81	~~Woonsocket to Providence~~	20	~~4.00~~		
"	Providence to Washington	30	118.00		
	~~Airport to Home~~	10	2.00	$124.00	12
12/11/81	~~Home to Airport~~	10	~~2.00~~		
"	Washington to Providence	30	118.00		
	~~Providence to Woonsocket~~	20	~~4.00~~	$124.00	12
12/14/81	~~Woonsocket to Providence~~	20	~~4.00~~		
"	Providence to Washington	30	118.00		
	~~Airport to Home~~	10	2.00	$124.00	12
12/17/81	~~Home to Airport~~	10	~~2.00~~		
"	Washington to Providence	30	118.00		
	~~Providence to Woonsocket~~	20	~~4.00~~	$124.00	12
	Total			620.00	

312314

UNIVERSAL CHARGE FORM

0372

7070444278

19 MAY 81

BETHANY TRAVEL AGENCY INC WASHINGTON DC 20 562A2 3/3KSLLH

ST GERMAIN/ F CONGRESSMAN

WASHINGTON NATN	AL	496	Y	28NOV	839P	OK	Y
O PROVIDENCE	AL	267	Y	30NOV	1053A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

IF EXT'D. PAY BOARD 3 6 9 12

AX 9461

224.76 28NOV WAS AL PVD110.00 WAS DL BQ81 110.00 TL236.00

11.24 *AX372819187951805EXP9/83

236.00 # 29493

0011/
1871645338B

O 037 7070444278 2 O

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

5872996578

0372

PASSENGER'S COUPON

WASHINGTON WASHINGTON

ST GERMAIN/F CONGRESSMAN

DEC 1981

WASHINGTON NATN	AL	496	Y	14DEC	839P	OK	Y
O PROVIDENCE	AL	267	Y	14DEC	1053A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

449.52WAS AL PVD110.00 --WAS DL BQ81 *AX372819157951805X9/83

22.48 10.00 ---WAS AL PVD110.00 AL N

AS110.00 TTL472.00

472.00

0011/
1872187813

037 5872996578 1 O

1019 19th Street, N.W. • Suite 900 • Washington, D.C. 20036 • Tel.: (202) 857-0440
TWX 710 822-9633

Bethany Travel Agency

ERARY
9. CUSTOMER NO - STGERM INVOICE NO - 0023245 DATE 16 DEC 81 PAGE 1

ST GERMAIN/CONGRESSMAN

NOTE
RECONFIRM RETURNING AND CONTINUING RESERVATIONS 72 HOURS IN ADVANCE FOR INTERNATIONAL FLIGHTS AND SUGGEST 48 HOURS IN ADVANCE FOR DOMESTIC FLIGHTS CAUTION TICKETS HAVE VALUE IF UNUSED PLEASE RETURN FOR CREDIT OR REFUND

E	DEPARTURE CITY	AIRLINE HOTEL	AIRLINE CAR RENTAL	FLT CLASS	DEPART TIME	MEAL	ARRIVAL CITY	ARRIVAL TIME
C	WASHINGTON NATN	USAIR		242Y	130P		PROVIDENCE	230P
	PROVIDENCE	USAIR		OPENY			WASHINGTON NATN	

HAVE A NICE TRIP

1019 19th Street, N.W. • Suite 900 • Washington, D.C. 20036 • Tel.: (202) 857-0440
TWX 710 822-9633

Bethany Travel Agency

DATE 6 DEC 81 PAGE 1 INVOICE NUMBER NO-0023245

FOR ST GERMAIN/CONGRESSMAN

CONGRESSMAN ST. GERMAIN
SUITE 2108
RAYBURN HOUSE OFFICE BLDG
WASHINGTON, D.C. 20515

AGENT	ACCOUNT NUMBER
	STGERM

E	S	DESCRIPTION	NAME	D T	AIRLINE AND TICKET NUMBER	AMOUNT
		TICKETS	STGERMAIN CONGRESSM		AL7070445119	236.00
		CREDIT CD- AX372019157951005				236.00-
			TOTAL SALES -			236.00
			FILLED TO CREDIT CARD -			236.00-
		WASH PROVIDENCE WASH RT Y CLASS TICKET O.B HELEN			SUB TOTAL	.00
					LESS DEPOSIT	.00
					TOTAL DUE ▶	.00

Interim Voucher 268905

[redacted]

82 APR -6 AM 8:25

R.I. State | First District | HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	BALANCE OF
2 (Mo.) 20 (Day) 82 (Yr.) TO 4 (Mo.) 5 (Day) 82 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Travel to District as per attached itinerary PAYEE'S INVOICE NUMBER 268905	(DO NOT WRITE IN THIS SPACE) 043983 ✓ AMOUNT $ 1,332.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) 043982 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) 043981 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) 043980 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	(DO NOT WRITE IN THIS SPACE) 043979 AMOUNT $

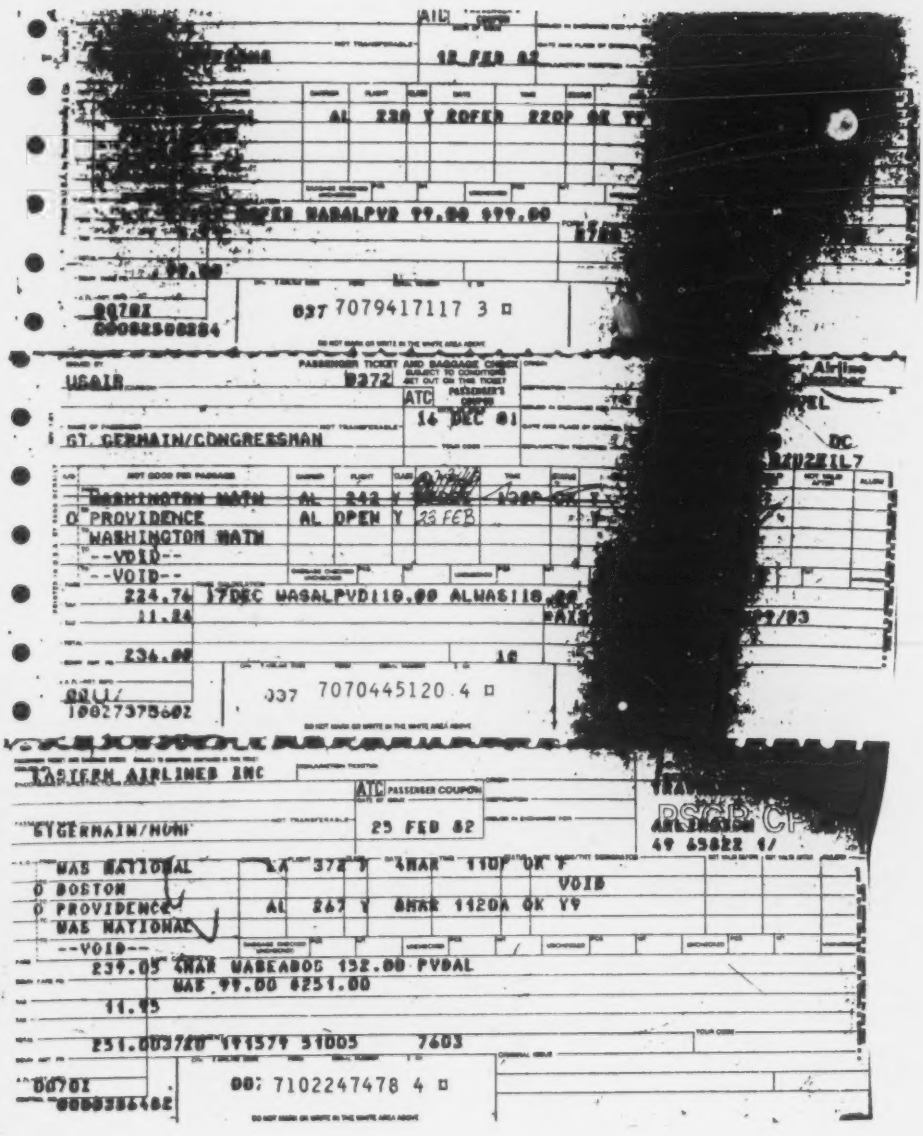
GRAND TOTAL $ 1,332.00

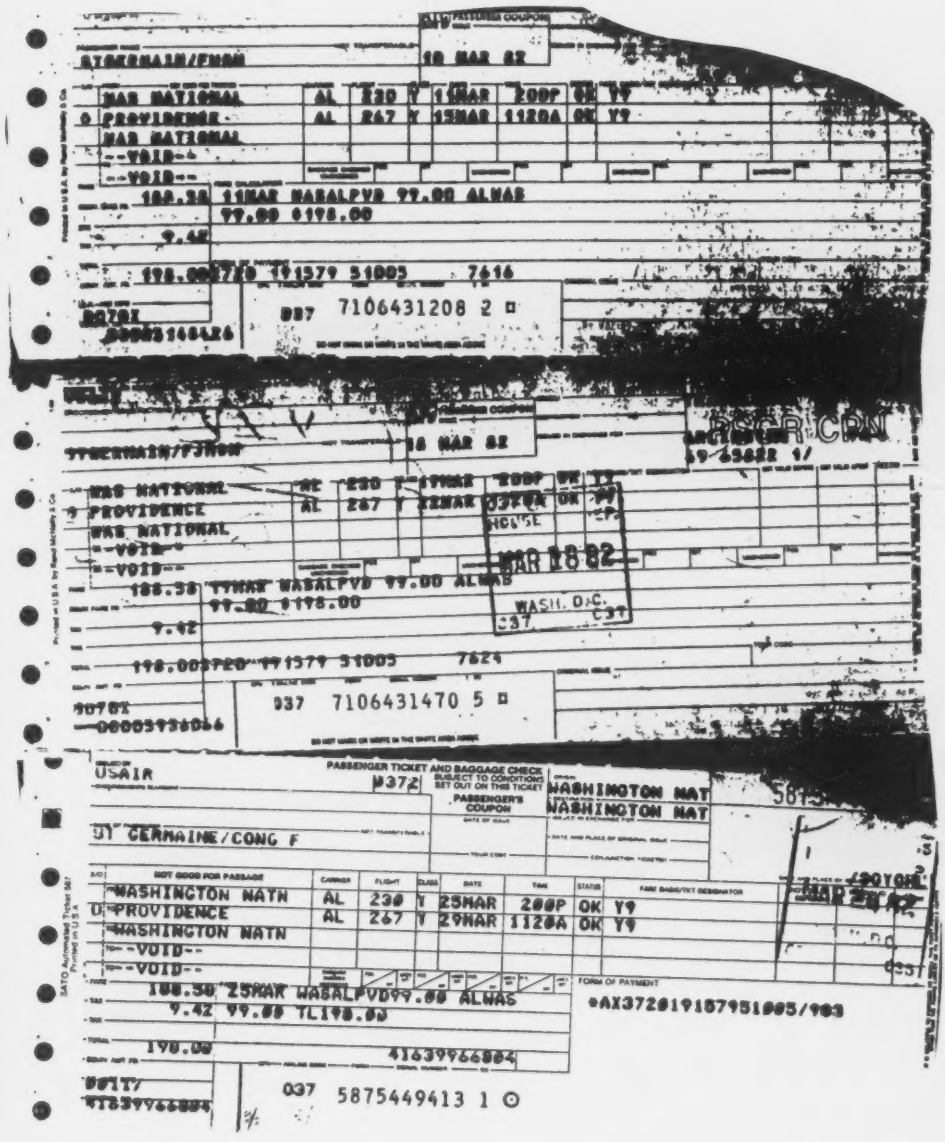
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just and reasonable, and in accordance with agreement; and (4) that they are for use in and by my office in the discharge of my duties.

April 6, 1982
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)


12 FEB 82
AL 238 Y 20FEB 2207 OK YY
WASALPVD 99.00 999.00
037 7079417117 3
USAIR
B272
ATC
16 DEC 81
GT GERMAIN/CONGRESSMAN
WASHINGTON NATN AL 242 Y
O PROVIDENCE AL OPEN Y 23 FEB
WASHINGTON NATN
--VOID--
--VOID--
224.74 17DEC WASALPVD110.00 ALWAS110.00
11.84
234.58
037 7070445120 4
EASTERN AIRLINES INC
ATC PASSENGER COUPON
25 FEB 82
GTGERMAIN/HON
WAS NATIONAL LV 372 Y 6MAR 1110P OK Y
O BOSTON VOID
O PROVIDENCE AL 267 Y 8MAR 1120A OK YY
WAS NATIONAL
--VOID--
239.05 6MAR WASBOSDOG 132.00 PVDAL
WAS 99.00 6251.00
11.95
251.00 3720 191579 31005 7603
037 7102247478 4



GERMAIN/FJHON 18 MAR 82

WAS NATIONAL	AL	230	Y	11MAR	200P	OK	Y9	
0 PROVIDENCE	AL	267	Y	12MAR	1120A	OK	Y9	
WAS NATIONAL								
--VOID--								
--VOID--								

188.38 11MAR WASALPVD 99.00 ALWAS
99.00 0198.00
9.42
198.00 720 771379 31003 7616

037 7106431208 2

GERMAIN/FJHON 18 MAR 82

WAS NATIONAL	AL	230	Y	11MAR	200P	OK	Y9	
0 PROVIDENCE	AL	267	Y	12MAR	1120A	OK	Y9	
WAS NATIONAL								
--VOID--								
--VOID--								

188.38 11MAR WASALPVD 99.00 ALWAS
99.00 0198.00
9.42
198.00 720 771379 31003 7624

HOUSE
MAR 18 82
WASH. D.C.

037 7106431470 5

USAIR 0372 PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET PASSENGER'S COUPON WASHINGTON NAT WASHINGTON NAT

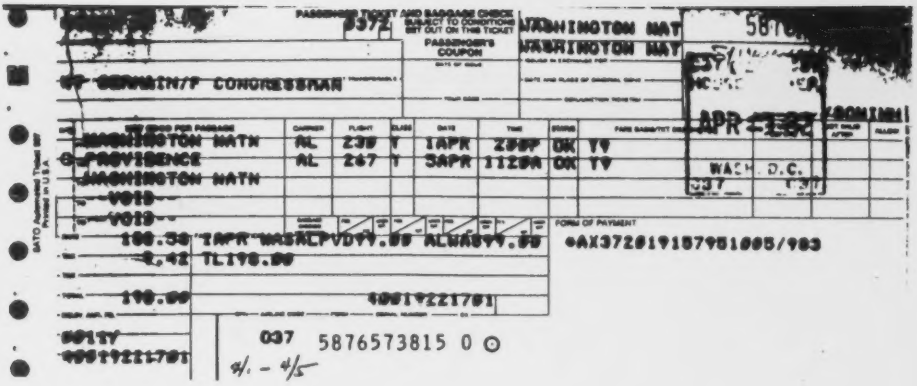
01 GERMAINE/CONG F

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	230	Y	25MAR	200P	OK	Y9
0 PROVIDENCE	AL	267	Y	29MAR	1120A	OK	Y9
WASHINGTON NATN							
--VOID--							
--VOID--							

188.38 25MAR WASALPVD99.00 ALWAS
9.42 99.00 TL198.00
198.00 416399668864

FORM OF PAYMENT *AX372819187951005/903

037 5875449413 1


WASHINGTON NAT
WASHINGTON NAT
MR GERWIN/F CONGRESSMAN
APR
WASH D.C.
WASHINGTON NAT AL 239 Y 1APR 239P OK YY
PROVIDENCE AL 247 Y 3APR 1125A OK YY
WASHINGTON NAT
VOID
VOID
FORM OF PAYMENT
5876573815 0

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
February 20-April 5, 1982

Date	Travel Destination	Miles @ .20	Amount	Total	
2/20/82	Home to Airport	10	2.00		
	Washington to Providence		99.00		
	Providence to Woonsocket	20	4.00	105.00	12
2/23/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		118.00		
	Airport to Home	10	2.00	124.00	12
3/4/82	Home to Airport	10	2.00		
	Washington to Boston		152.00		
	Providence to Woonsocket	20	4.00	158.00	12
3/8/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		99.00		
	Airport to Home	10	2.00	105.00	12
3/11/82	Home to Airport	10	2.00		
	Washington to Providence		99.00		
	Providence to Woonsocket	20	4.00	105.00	12
3/15/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		99.00		
	Airport to Home	10	2.00	105.00	12
3/19/82	Home to Airport	10	2.00		
	Washington to Providence		99.00		
	Providence to Woonsocket	20	4.00	105.00	12
3/22/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		99.00		
	Airport to Home	10	2.00	105.00	12
3/25/82	Home to Airport	10	2.00		
	Washington to Providence		99.00		
	Providence to Woonsocket	20	4.00	105.00	12
3/29/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		99.00		
	Airport to Home	10	2.00	105.00	12
4/1/82	Home to Airport	10	2.00		
	Washington to Providence		99.00		
	Providence to Woonsocket	20	4.00	105.00	12
4/5/82	Woonsocket to Providence	20	4.00		
	Providence to Washington		99.00		
	Airport to Home	10	2.00	105.00	12
	Total			1,332.00	

268905

Initiating Office
Voucher Number
268909

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

82 JUN 24 A8:

(Please Use Typewriter or Ballpoint Pen)

R.I. (State) First (District) HON. Fernand J. St Germain (1 of 1) M.C. (OFFICE)

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
4 (Mo.) 22 (Day) 82 (Yr.) TO 6 (Mo.) 25 (Day) 82 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Travel to District as per attached itinerary PAYEE'S INVOICE NUMBER 268909	AMOUNT $1,390.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

14 Entries

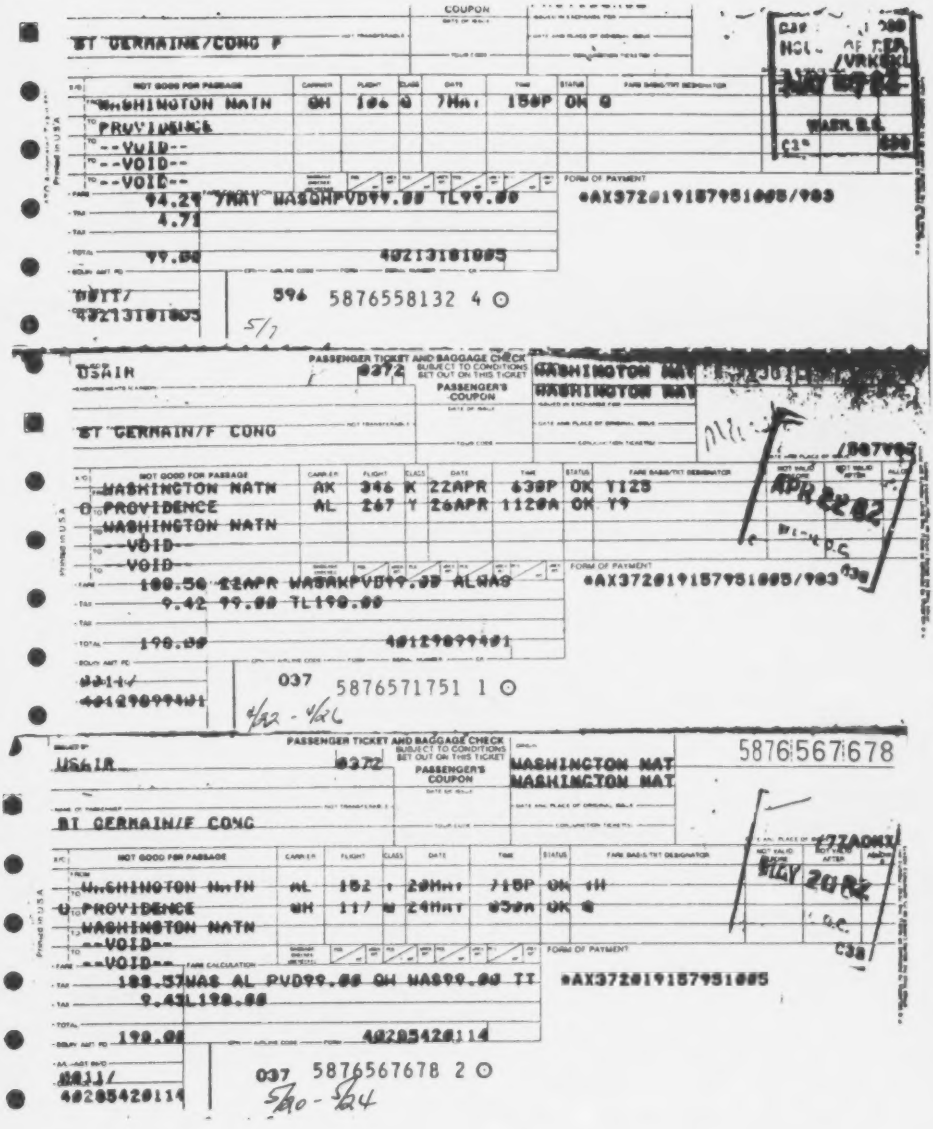
GRAND TOTAL $1,390.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

June 24, 1982
(Date)

(Member's Signature)

(ORIGINAL—To Finance Office)



ST GERMAINE/CONG F

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	QH	106	Q	7HAY	158P	OK	Q
PROVIDENCE							
--VOID--							
--VOID--							

94.29 7MAY WASQHPVD99.00 TL99.00
4.71
99.00 40213181005

FORM OF PAYMENT: *AX372019157951005/983

NOV77
40213181005

596 5876558132 4 O

5/7

USAIR 0372

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COUPON

WASHINGTON NAT
WASHINGTON NAT

ST GERMAIN/F CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AK	346	K	22APR	630P	OK	T12S
PROVIDENCE	AL	267	Y	26APR	1120A	OK	Y9
WASHINGTON NATN							
--VOID--							
--VOID--							

100.56 22APR WASAKPVD99.00 ALWAS
9.42 99.00 TL198.00
198.00 40129899401

FORM OF PAYMENT: *AX372019157951005/983

APR 22 82

037 5876571751 1 O

4/22 - 4/26

USAIR 0372

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COUPON

5876567678

WASHINGTON NAT
WASHINGTON NAT

ST GERMAIN/F CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	152	Y	29MAY	715P	OK	Y1
PROVIDENCE	QH	117	W	24MAY	855A	OK	Q
WASHINGTON NATN							
--VOID--							
--VOID--							

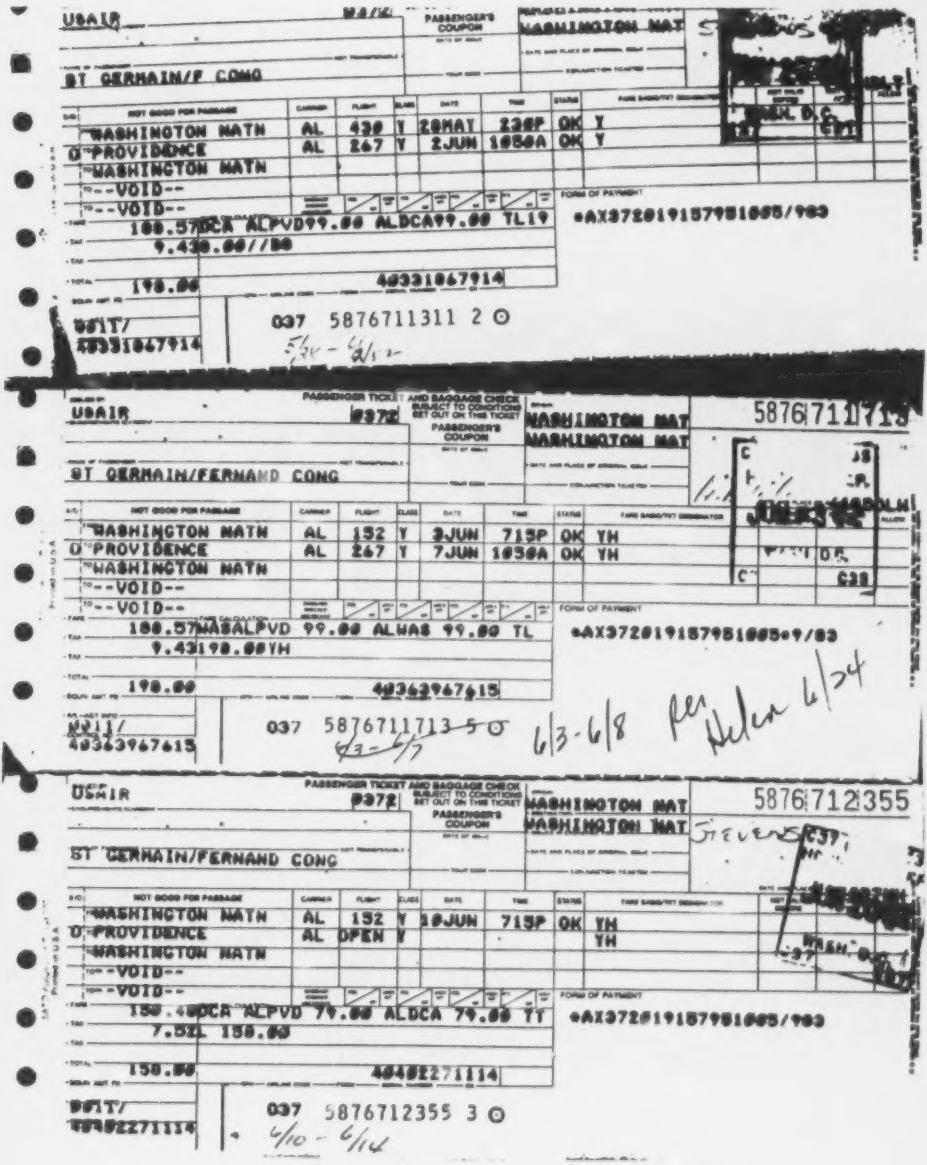
188.57WAS AL PVD99.00 QH WAS99.00 TI
9.43L198.00
198.00 40285420114

FORM OF PAYMENT: *AX372019157951005

MAY 29 82

037 5876567678 2 O

5/20 - 5/24



USAIR

ST GERMAIN/F CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	438	Y	28MAY	238P	OK	Y
O PROVIDENCE	AL	267	Y	2JUN	1050A	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT

188.57DCA ALPVD99.00 ALDCA99.00 TL19
9.43188.00//BB
198.00 49331847914
*AX372819157951885/983

9511/
49331847914

037 5876711311 2 O
5/24 - 6/1

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

USAIR 9372

PASSENGER'S COUPON

WASHINGTON NAT
WASHINGTON NAT

5876711713

ST GERMAIN/FERNAND CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	152	Y	3JUN	715P	OK	YH
O PROVIDENCE	AL	267	Y	7JUN	1050A	OK	YH
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT

188.57WASALPVD 99.00 ALWAS 99.00 TL
9.43198.00YH
198.00 49363967615
*AX372819157951885*9/83

N211/
49363967615

037 5876711713 5 O
6/3-6/7
6/3-6/8 per Helen 6/24

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

USAIR 9372

PASSENGER'S COUPON

WASHINGTON NAT
WASHINGTON NAT

5876712355

ST GERMAIN/FERNAND CONG

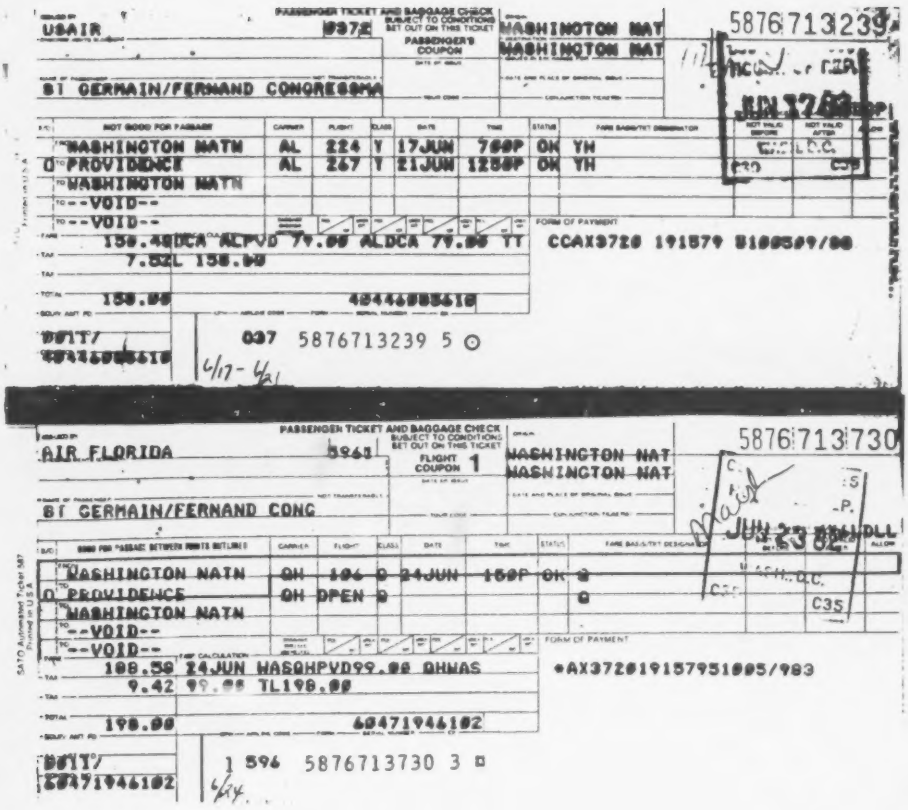
NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATION
WASHINGTON NATN	AL	152	Y	10JUN	715P	OK	YH
O PROVIDENCE	AL	OPEN	Y				YH
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT

150.48DCA ALPVD 79.00 ALDCA 79.00 TY
7.52L 158.50
158.50 48482271114
*AX372819157951885/983

9511/
48482271114

037 5876712355 3 O
6/10 - 6/14



USAIR 037E PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET PASSENGER'S COUPON WASHINGTON NAT WASHINGTON NAT 5876713239

ST GERMAIN/FERNAND CONGRESSMA

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER
WASHINGTON NATN	AL	224	Y	17JUN	700P	OK	YH		
O PROVIDENCE	AL	267	Y	21JUN	1258P	OK	YH	C39	C39
WASHINGTON NATN									
--VOID--									
--VOID--									

FARE 158.48DCA ALPVD 77.00 ALDCA 77.00 YY FORM OF PAYMENT CCAX3728 191579 B188589/88
TAX 7.52L 158.00
TOTAL 158.00 42446885618

DBIT/ 42446885618 037 5876713239 5 ○

4/17-4/21

AIR FLORIDA 5943 PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET FLIGHT COUPON 1 WASHINGTON NAT WASHINGTON NAT 5876713730

ST GERMAIN/FERNAND CONG

BASIC FOR PASSAGE BETWEEN POINTS BUTLINES	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR	NOT VALID BEFORE	NOT VALID AFTER
WASHINGTON NATN	OH	196	Q	24JUN	159P	OK	Q		
O PROVIDENCE	OH	OPEN	Q				Q	C35	C35
WASHINGTON NATN									
--VOID--									
--VOID--									

FARE CALCULATION 108.50 24JUN WASQHPVD99.00 QHWAS FORM OF PAYMENT *AX3728191579S1005/983
TAX 9.42 TL198.00
TOTAL 198.00 42471946102

DBIT/ 42471946102 1 594 5876713730 3 ○

4/24.

SATO Automated Ticket 587 Printed in U.S.A.

6/21/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington	30	79.00		12
	Air~~port to Home~~	10	2.00	85.00	
6/24/82	Home to Airport	10	2.00		
	Washington to Providence	30	99.00		12
	Providence to Woonsocket	20	4.00	105.00	
	Total			~~1,390.00~~	

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
April 22-June 30, 1982

Date	Travel Destination	Miles @.24	Amount	Total	
4/22/82	~~Home to Airport~~	10	2.00		
airfare	Washington to Providence		99.00		
	~~Providence to Woonsocket~~	20 30	4.00	105.00	12
	car mileage to & from airport				
4/26/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington		99.00		
	~~Airport to Home~~	10 30	2.00	105.00	12
5/7/82	~~Home to Airport~~	10	2.00		
	~~Washington to Boston~~		99.00		
	~~Providence to Woonsocket~~	20 30	4.00	105.00	12
5/20/82	~~Home to Airport~~	10	2.00		
	Washington to Providence		99.00		
	~~Providence to Woonsocket~~	20 30	4.00	105.00	12
5/24/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington		99.00		
	~~Airport to Home~~	10 30	2.00	105.00	12
5/28/82	~~Home to Airport~~	10	2.00		
	Washington to Providence	30	99.00		
	~~Providence to Woonsocket~~	20	4.00	105.00	12
6/2/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington		99.00		
	~~Airport to Home~~	10 30	2.00	105.00	12
6/3/82	~~Home to Airport~~	10	2.00		
	Washington to Providence	30	99.00		
	~~Providence to Woonsocket~~	20	4.00	105.00	12
6/8/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington		99.00		
	~~Airport to Home~~	10 30	2.00	105.00	12
6/10/82	~~Home to Airport~~	10	2.00		
	Washington to Providence	30	79.00		
	~~Providence to Woonsocket~~	20	4.00	85.00	12
6/14/82	~~Woonsocket to Providence~~	20	4.00		
	Providence to Washington		79.00		
	~~Airport to Home~~	10 30	2.00	85.00	12
6/17/82	~~Home to Airport~~	10	2.00		
	Washington to Providence	30	79.00		
	~~Providence to Woonsocket~~	20	4.00	85.00	12

Initiating Office
Voucher Number
268919

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

'82 AUG 20 AM 8:41

R.I. (State) First (District) HON. Fernand J. St Germain, M.C.

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
7 (Mo.) 1 (Day) 82 (Yr.) TO 8 (Mo.) 20 (Day) 82 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER 268919	DO NOT WRITE IN THIS SPACE AMOUNT $ 1,207.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $

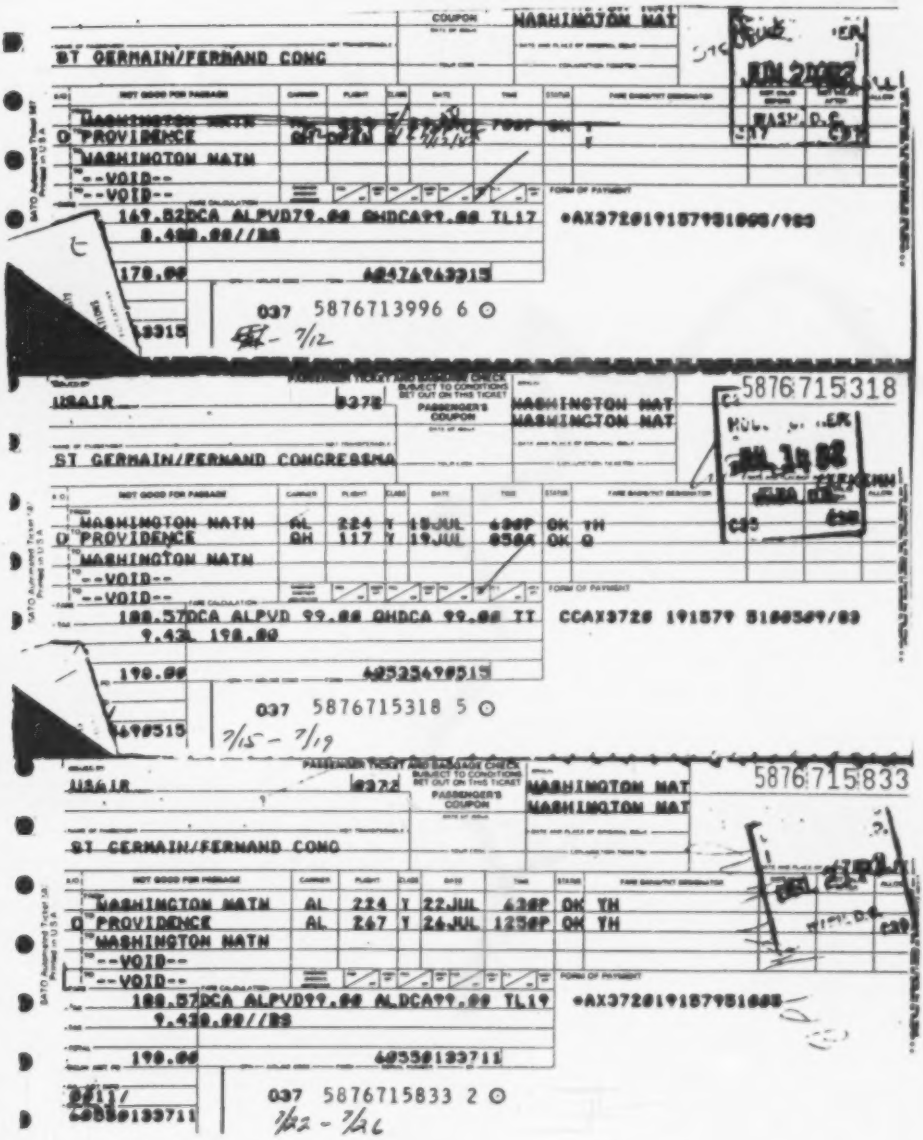
GRAND TOTAL $ 1,207.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

August 20, 1982 (Date)

(Member's signature)

(ORIGINAL—To Finance Office)



ST GERMAIN/FERNAND CONG

WASHINGTON NATN
O PROVIDENCE
WASHINGTON NATN
--VOID--
--VOID--

149.82DCA ALPVD79.00 QHDCA99.00 TL17 *AX372819157951000/983
8.400.00//BS
170.00 4047474633315

037 5876713996 6 O

7/12

5876715318

ST GERMAIN/FERNAND CONGRESSMA

WASHINGTON NATN	AL	224	Y	15JUL	430P	OK	YH
O PROVIDENCE	QH	117	Y	19JUL	0544	OK	Q
WASHINGTON NATN							
--VOID--							
--VOID--							

188.57DCA ALPVD 99.00 QHDCA 99.00 TI CCAX3728 191579 5100569/83
9.43 198.00
190.00 495254995515

037 5876715318 5 O

7/15 - 7/19

5876715833

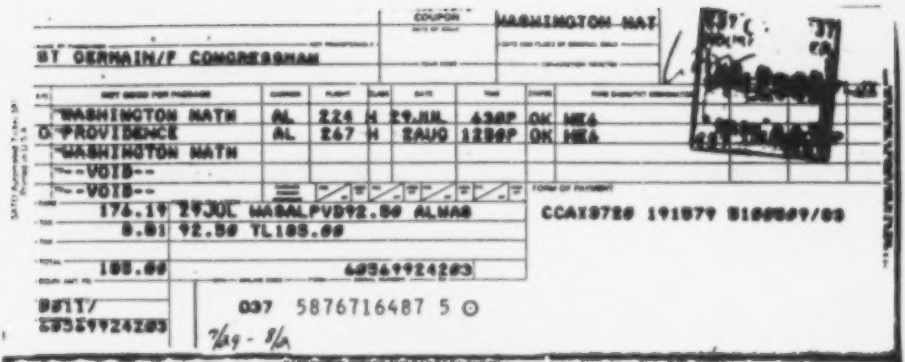
ST GERMAIN/FERNAND CONG

WASHINGTON NATN	AL	224	Y	22JUL	430P	OK	YH
O PROVIDENCE	AL	247	Y	24JUL	1250P	OK	YH
WASHINGTON NATN							
--VOID--							
--VOID--							

188.57DCA ALPVD99.00 ALDCA99.00 TL19 *AX372819157951000
9.430.00//BS
190.00 495581337115

037 5876715833 2 O

7/22 - 7/26



ST GERMAIN/P CONGRESSMAN

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	224	H	29JUL	430P	OK	WE4
O PROVIDENCE	AL	247	H	2AUG	1256P	OK	WE4
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT: CCAX8720 191079 S166569/83

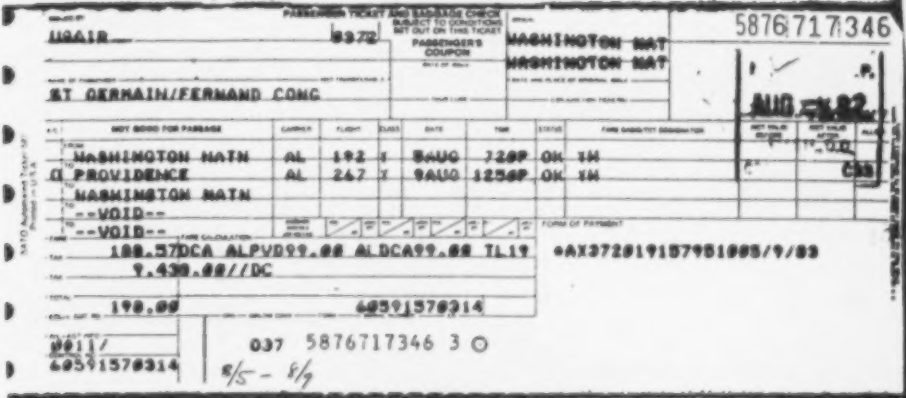
176.19 29JUL WASALPVD92.50 ALWAS
8.81 92.50 TL185.00

TOTAL 185.00 69369924283

BSLT/ 69369924283

037 5876716487 5 O

7/29 - 8/4



USAIR 8372 PASSENGERS COUPON WASHINGTON NAT WASHINGTON NAT 5876717346

ST GERMAIN/FERNAND CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	192	X	8AUG	720P	OK	XH
O PROVIDENCE	AL	247	X	9AUG	1256P	OK	XH
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT: *AX372819157951885/9/83

188.57DCA ALPVD99.00 ALDCA99.00 TL19
9.43 0.00//DC

TOTAL 198.00 69591570314

BSLT/ 69591570314

037 5876717346 3 O

8/5 - 8/9

USAIR 8372 PASSENGERS COUPON WASHINGTON NAT WASHINGTON NAT 5876717962

ST GERMAIN/FERNAND CONG

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	498	Y	13AUG	220P	OK	Y
O PROVIDENCE	AL	247	Y	13AUG	1256P	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

FORM OF PAYMENT: *AX372819157951885/9/83

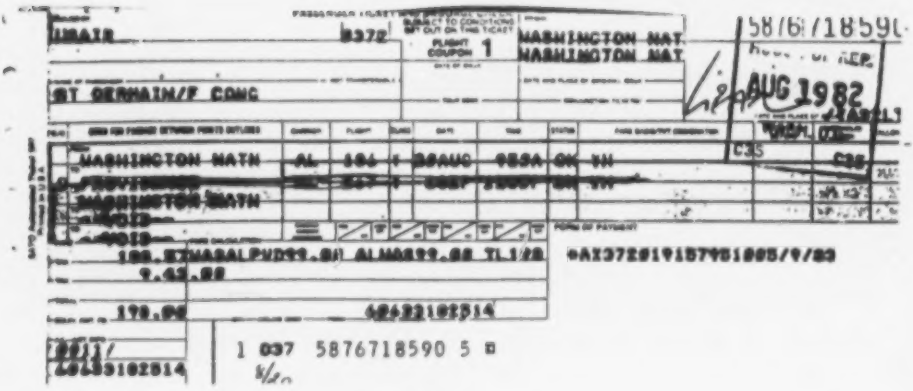
150.48DCA ALPVD 99.00 ALDCA 59.00 TL
7.52 150.00

TOTAL 150.00 68613389613

BSLT/ 68613389613

037 5876717962 3 O

8/13 - 8/15



UIAIR 8372 FLIGHT COUPON 1 WASHINGTON NAT WASHINGTON NAT

5876718590

AUG 1982

ST GERMAIN/F CONG

WASHINGTON NATN	AL	194		20AUG	0830A	OK	YH	C35 C35
PROVIDENCE								
WASHINGTON NATN								

198.97AMASALPVD99.88 ALMA829.68 TL1/28 0AI372819187981005/9/83

9.43.88

198.88 4262218251A

1 037 5876718590 5 ▫

4262218251A

Air fraud & mileage

8/15/82	Woonsocket to Providence	20	4.00		
	Providence to Washington	10	59.00	65.00	12
	Airport to Home		2.00		
8/20/82	Home to Airport	10	2.00		
	Washington to Providence	20	99.00	105.00	12
	Providence to Woonsocket		4.00		
	Total			1,207.00	

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
July 1-August 20, 1982

Date	Travel Destination	Miles @ .30	Amount	Total	
	Air travel and mileage				
7/12/82	Woonsocket to Providence	20	4.00		
	Providence to Washington	330	99.00		
	Airport to Home	10	2.00	105.00	12
7/15/82	Home to Airport	10	2.00		
	Washington to Providence	330	99.00		
	Providence to Woonsocket	20	4.00	105.00	12
7/19/82	Woonsocket to Providence	10	4.00		
	Providence to Washington	330	99.00		
	Airport to Home	20	2.00	105.00	12
7/22/82	Home to Airport	10	2.00		
	Washington to Providence	330	99.00		
	Providence to Woonsocket	20	4.00	105.00	12
7/26/82	Woonsocket to Providence	20	4.00		
	Providence to Washington	330	99.00		
	Airport to Home	10	2.00	105.00	12
7/29/82	Home to Airport	10	2.00		
	Washington to Providence	315	92.50		
	Providence to Woonsocket	20	4.00	98.50	12
8/2/82	Woonsocket to Providence	20	4.00		
	Providence to Washington	315	92.50		
	Airport to Home	10	2.00	98.50	12
8/5/82	Home to Airport	10	2.00		
	Washington to Providence	330	99.00		
	Providence to Woonsocket	20	4.00	105.00	12
8/9/82	Woonsocket to Providence	20	4.00		
	Providence to Washington	330	99.00		
	Airport to Home	10	2.00	105.00	12
8/13/82	Home to Airport	10	2.00		
	Washington to Providence	330	99.00		
	Providence to Woonsocket	20	4.00	105.00	12

[redacted]

DATE(S) OF SERVICE	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
9 (Mo.) 7 (Day) 82 (Yr.) TO 9 (Mo.) 27 (Day) 82 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel to District per itinerary attached PAYEE'S INVOICE NUMBER 268943	DO NOT WRITE IN THIS SPACE AMOUNT $ 748.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	DO NOT WRITE IN THIS SPACE AMOUNT $

GRAND TOTAL $ 748.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

10/1/82
(Date)

Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

Initiating Office
Voucher Number
429774

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State — First District

HON. Fernand J. St Germain **M.C.**

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
3 (Mo.) 10 (Day) 83 (Yr.) TO 3 (Mo.) 14 (Day) 83 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel to District per attached itinerary PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $ 248.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $ 248.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

4/11/83
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)

6PO

268943

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
September 1982

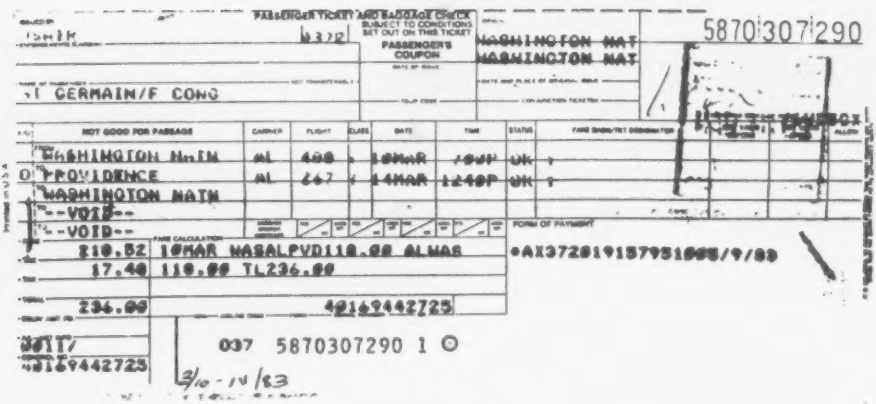
Date	Travel Destination	Miles	Amount	Total
9/7/82	Airfare ~~Woonsocket to Providence~~	20 @ .70	4.00	
	Providence to Washington	30	99.00	
	~~Airport to Home~~ and luggage to + from airport	10	2.00	#105.00
9/9/82	~~Home to Airport~~	10	2.00	
	Washington to Providence	30	95.00	
	~~Providence to Woonsocket~~	20	4.00	101.00
9/14/82	~~Woonsocket to Providence~~	10	4.00	
	Providence to Washington	30	95.00	
	~~Airport to Home~~	20	2.00	101.00
9/16/82	~~Home to Airport~~	10	2.00	
	Washington to Providence	30	112.00	
	~~Providence to Woonsocket~~	20	4.00	118.00
9/20/82	~~Woonsocket to Providence~~	20	4.00	
	Providence to Washington	30	112.00	
	~~Airport to Home~~	10	2.00	118.00
9/24/82	~~Home to Airport~~	10	2.00	
	Washington to Providence	30	96.50	
	~~Providence to Woonsocket~~	20	4.00	102.50
9/27/82	~~Woonsocket to Providence~~	20	4.00	
	Providence to Washington	30	96.50	
	~~Airport to Home~~	10	2.00	102.50
TOTAL				~~348.00~~

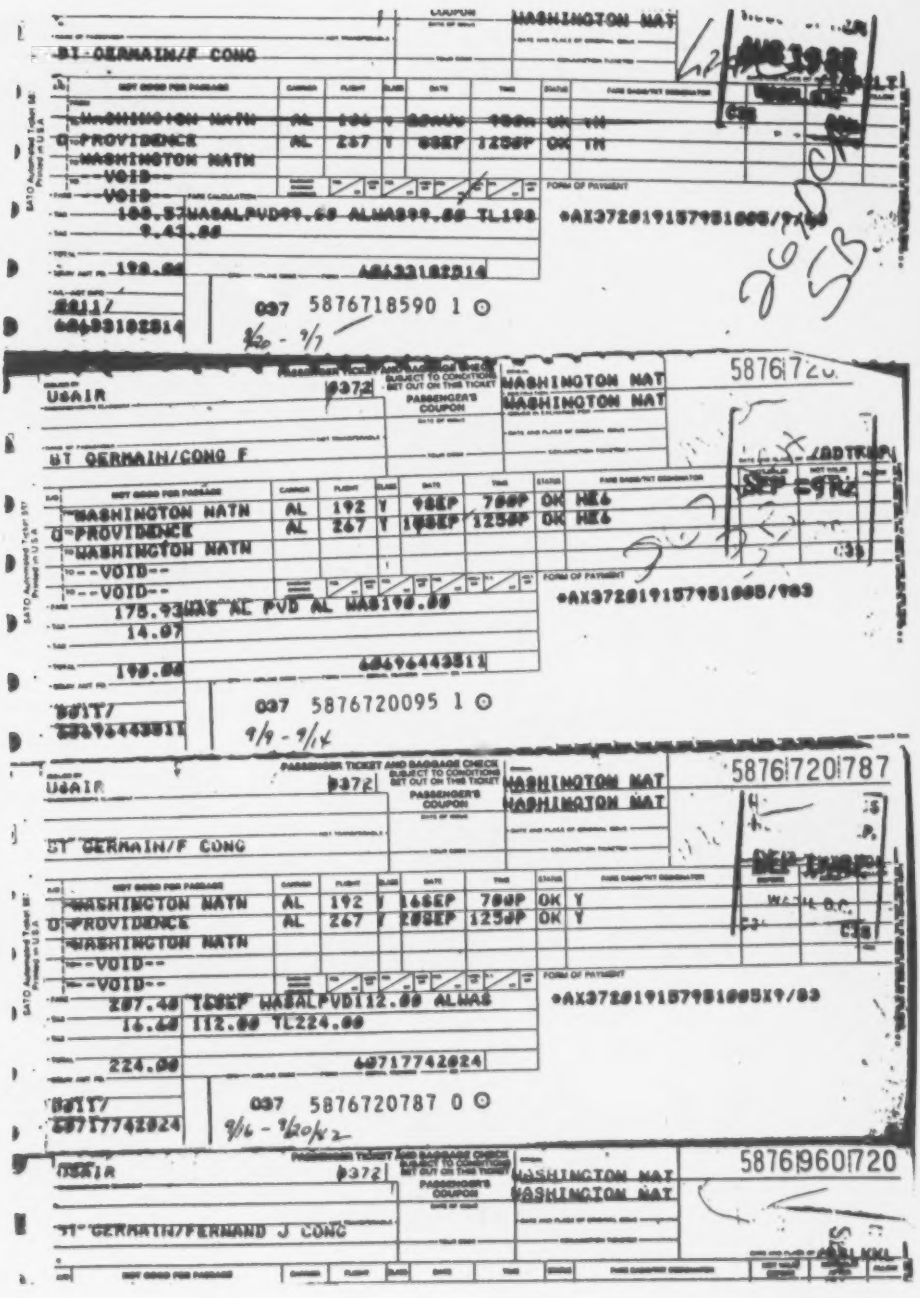
12

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
March 1983

Date	Travel Destination	Miles	Amount	Total
3/10/83	Home to Airport	10	2.00	
	Washington to Providence		118.00	
	Providence to Woonsocket	20	4.00	124.00 (12)
3/14/83	Woonsocket to Providence	10	4.00	
	Providence to Washington		118.00	
	Airport to Home	20	2.00	124.00 (12)
	Total			248.00

429774





ST-GERMAIN/F CONG

WASHINGTON NAT

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	192	Y	08SEP	700P	OK	HE6
PROVIDENCE	AL	267	Y	18SEP	125P	OK	HE6
WASHINGTON NATN							
--VOID--							
--VOID--							

175.93WAS AL PVD AL WAS190.00
14.07
190.00 684964435 11

FORM OF PAYMENT *AX37281915795 1005/983

USAIR 9372

PASSENGER'S COUPON

5876720095 1 O

9/9 - 9/14

5876720

SEP 08

USAIR 9372

ST GERMAIN/F CONG

WASHINGTON NAT
WASHINGTON NAT

5876720787

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	192	Y	16SEP	700P	OK	Y
PROVIDENCE	AL	267	Y	28SEP	125P	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

287.48 T28SEP WASALPVD112.00 ALWAS
16.48 112.00 YL224.00
224.00 687177420 24

FORM OF PAYMENT *AX37281915795 1005X9/83

USAIR 9372

PASSENGER'S COUPON

5876720787 0 O

9/6 - 9/20/92

USAIR 9372

ST GERMAIN/FERNAND J CONG

WASHINGTON NAT
WASHINGTON NAT

5876960720

Initiating Office
Voucher Number
268934

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

'82 DEC 22

R.I. (State) First (District) HON. Fernand J. St Germain, M.C.

FINANCE OFFICE

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
10 (Mo.) 2 (Day) 82 (Yr.) TO 12 (Mo.) 21 (Day) 82 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Reimbursement for travel to District, as per attached schedule PAYEE'S INVOICE NUMBER 268934	$ 905.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	$

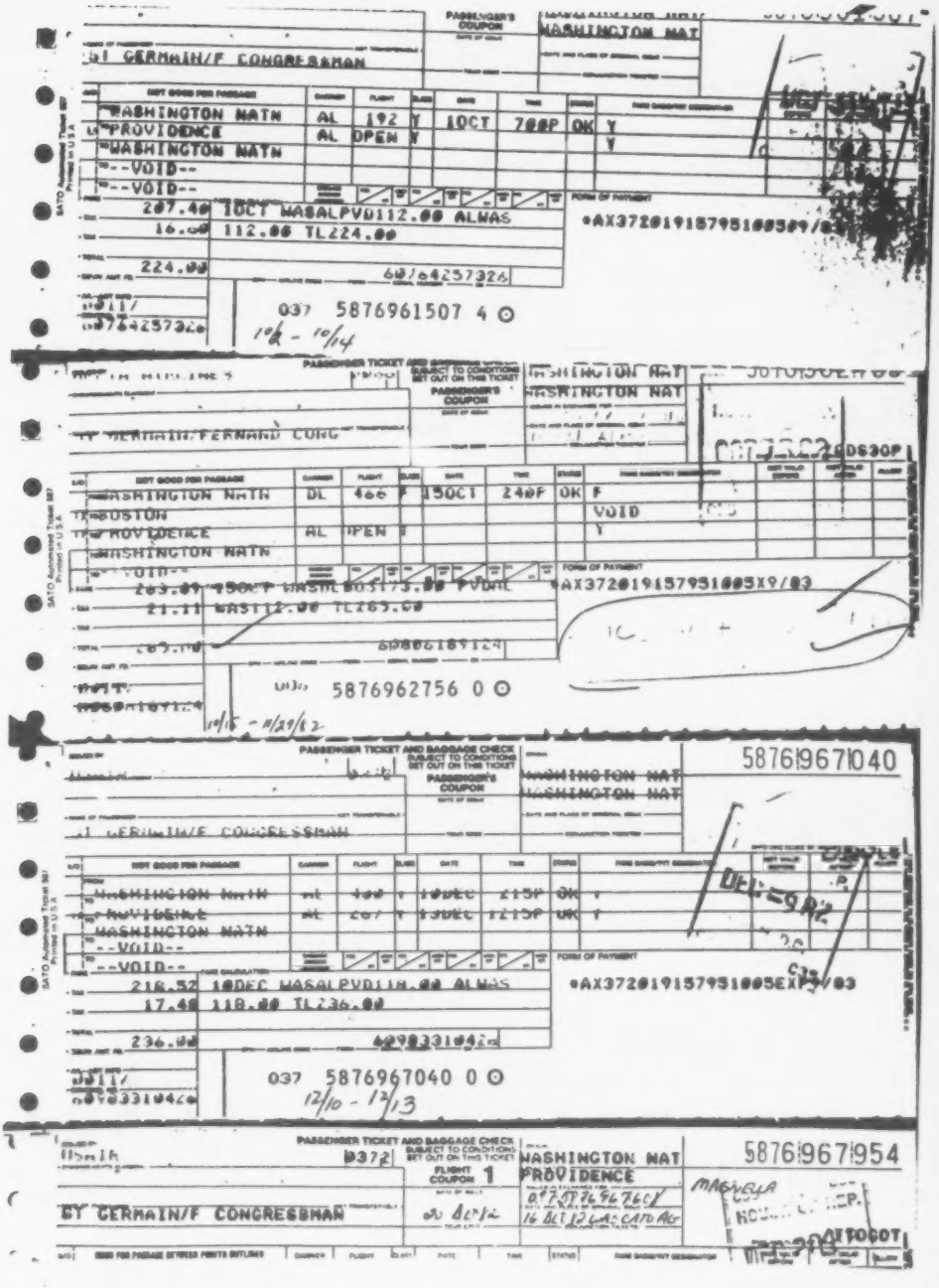
GRAND TOTAL $ 905.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are [illegible] reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

December 21, 1982
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)



PASSENGER'S COUPON

BY GERMAIN/F CONGRESSMAN

WASHINGTON NAT

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	192	Y	10CT	708P	OK	Y
PROVIDENCE	AL	OPEN	Y				Y
WASHINGTON NATN							
--VOID--							
--VOID--							

287.40 10CT WASALPVD112.00 ALWAS
16.00 112.00 TL224.00
224.00 60/04257326

FORM OF PAYMENT *AX3728191579518005309/03

037 5876961507 4 ⊙

10/4 - 10/14

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

PASSENGER'S COUPON

BY GERMAIN,FERNAND CONG

WASHINGTON NAT
WASHINGTON NAT

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	DL	466	F	15OCT	240P	OK	F
HOUSTON							VOID
PROVIDENCE	AL	OPEN	Y				Y
WASHINGTON NATN							
--VOID--							

283.00 15OCT WASHOU5173.00 PVDAL
21.11 WAS112.00 TL283.00
283.11 60806189124

FORM OF PAYMENT *AX3728191579518005X9/03

037 5876962756 0 ⊙

10/15 - 11/29/62

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

5876967040

PASSENGER'S COUPON

BY GERMAIN/F CONGRESSMAN

WASHINGTON NAT
WASHINGTON NAT

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	192	Y	10DEC	215P	OK	Y
PROVIDENCE	AL	267	Y	13DEC	1215P	OK	Y
WASHINGTON NATN							
--VOID--							
--VOID--							

216.52 10DEC WASALPVD118.00 ALWAS
17.48 118.00 TL236.00
236.00 62983319420

FORM OF PAYMENT *AX3728191579518005EX[illegible]/03

037 5876967040 0 ⊙

12/10 - 12/13

PASSENGER TICKET AND BAGGAGE CHECK SUBJECT TO CONDITIONS SET OUT ON THIS TICKET

9372

FLIGHT COUPON 1

WASHINGTON NAT
PROVIDENCE

5876967954

BY GERMAIN/F CONGRESSMAN

30 OCT 62

0973796760Y
16 OCT 12 WAS CATD AG

MAGNOLIA
NOV
SEP
OCT
DEC

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
October-December 1982

Date	Travel Destination	Miles @ .20/.30	Amount	Total
10/2/82	Home to Airport	10	2.00	
airfare	Washington to Providence	30 / 20	112.00	
	Providence to Woonsocket		4.00	118.00 (12)
10/14/82	Woonsocket to Providence	10	4.00	
airfare	Providence to Washington	30 / 20	112.00	
	Airport to Home		2.00	118.00 (12)
10/15/82	Home to Airport	10	2.00	
airfare	Washington to Boston	30 / 20	173.00	
	Boston to Woonsocket		4.00	179.00 (12)
11/29/82	Woonsocket to Providence	20	4.00	
airfare	Providence to Washington	30 / 10	112.00	
	Airport to Home		2.00	118.00 (12)
12/10/82	Home to Airport	10	2.00	
airfare	Washington to Providence	30 / 20	118.00	
	Providence to Woonsocket		4.00	124.00 (12)
12/13/82	Woonsocket to Providence	20	4.00	
airfare	Providence to Washington	30 / 10	118.00	
	Airport to Home		2.00	124.00 (12)
12/21/82	Home to Airport	10	2.00	
airfare	Washington to Providence	30 / 20	118.00	
	Providence to Woonsocket		4.00	124.00 (12)
	Total			905.00

Initiating Office
Voucher Number
429750

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State — First Dist. District — HON. Fernand J. St Germain — M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
4 (Mo.) 21 (Day) 83 (Yr.) TO 6 (Mo.) 30 (Day) 83 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel to District, per attached itinerary PAYEE'S INVOICE NUMBER 429750	AMOUNT $ 2,512.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 2,512.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

June 30, 1983
(Date)

(Member's signature)

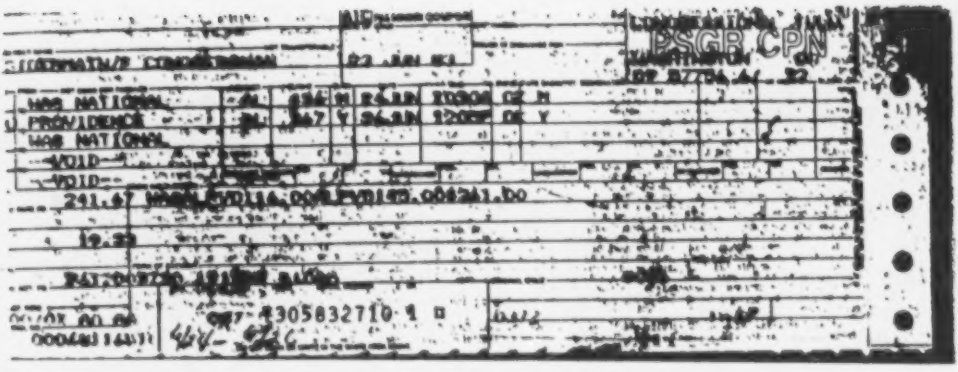
(ORIGINAL—To Finance Office)

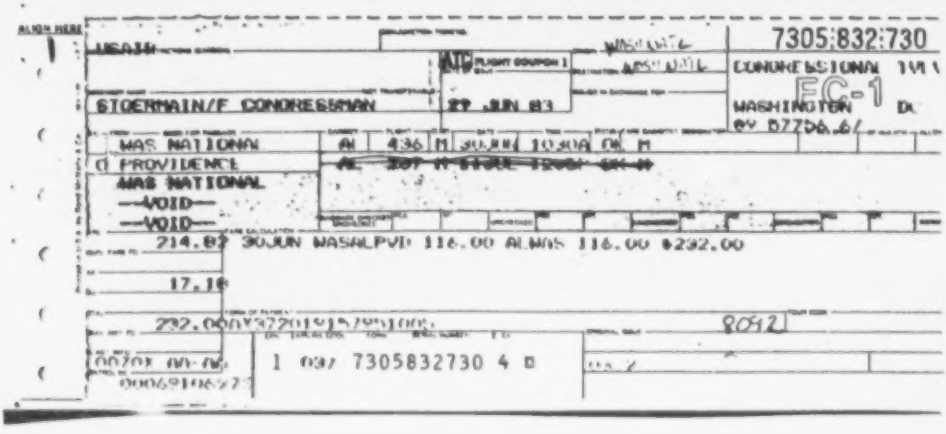
ITINERARY
HONORABLE FERNAND J. ST GERMAIN
April-May-June 1983

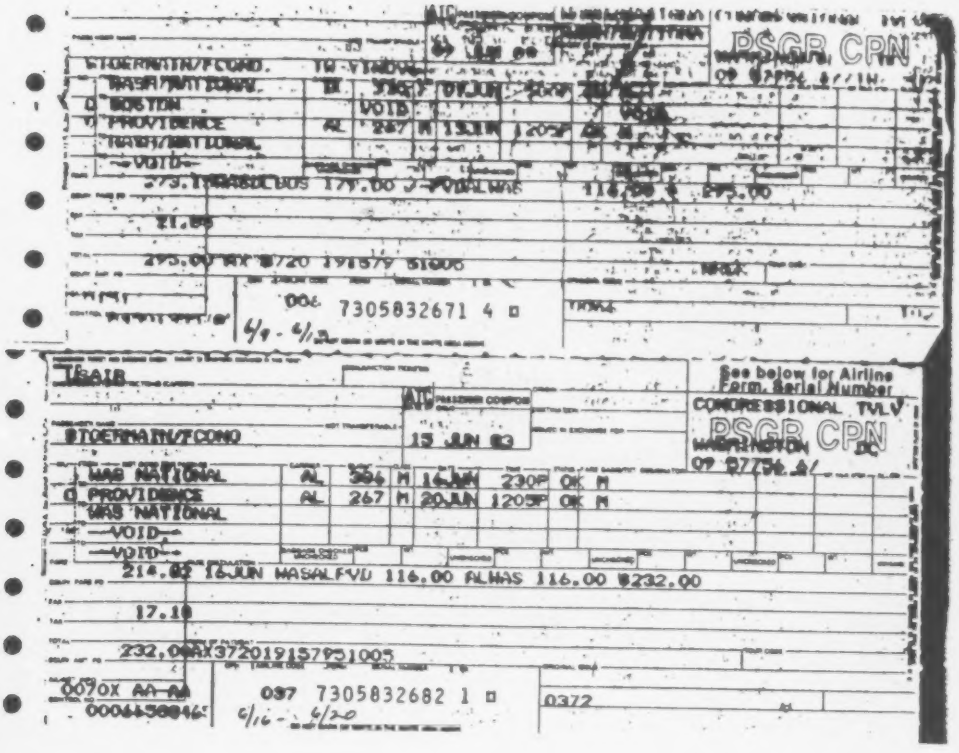
31 429750

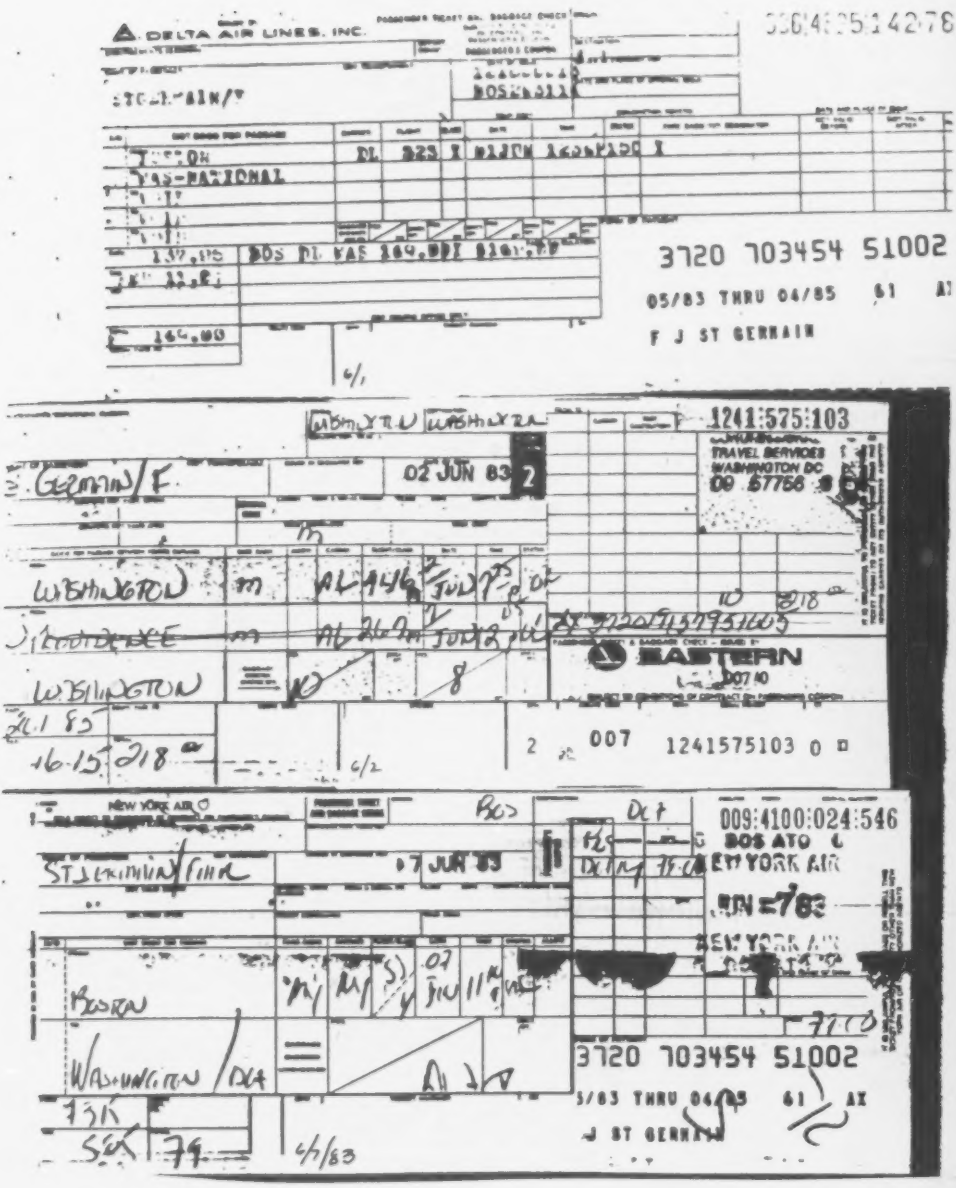
Date	Travel Destination	Miles	Amount	Total	
4/21/83	Home to Airport	10	2.00		
	Washington to Providence		147.00		
	Providence to Woonsocket	20	4.00	151.00	(12)
5/5/83	Home to Airport	10	2.00		
	Washington to Providence		118.00		
	Providence to Woonsocket	20	4.00	124.00	(12)
5/9/83	Woonsocket to Boston	40	8.00		
	Boston to Washington		150.00		
	Airport to Home	10	2.00	160.00	(12)
5/12/83	Home to Airport	10	2.00		
	Washington to Providence		109.00		
	Providence to Woonsocket	20	4.00	115.00	(12)
5/16/83	Woonsocket to Providence	20	4.00		
	Providence to Washington via Hartford		255.00		
	Airport to Home	10	2.00	261.00	(12)
5/19/83	Home to Airport	10	2.00		
	Washington to Providence		109.00		
	Providence to Woonsocket	20	4.00	115.00	(12)
5/23/83	Woonsocket to Providence	20	4.00		
	Providence to Washington		147.00		
	Airport to Home	10	2.00	151.00	(12)
5/26/83	Home to Airport	10	2.00		
	Washington to Providence		147.00		
	Providence to Woonsocket	20	4.00	151.00	(12)
6/1/83	Woonsocket to Boston	40	8.00		
	Boston to Washington		149.00		
	Airport to Home	10	2.00	159.00	(12)
6/2/83	Home to Airport	10	2.00		
	Washington to Providence		109.00		
	Providence to Woonsocket	20	4.00	115.00	(12)
6/7/83	Woonsocket to Boston	40	8.00		
	Boston to Washington		79.00		
	Airport to Home	10	2.00	89.00	(12)
6/9/83	Home to Airport	10	2.00		
	Washington to Boston		179.00		
	Boston to Woonsocket	40	8.00	189.00	(12)

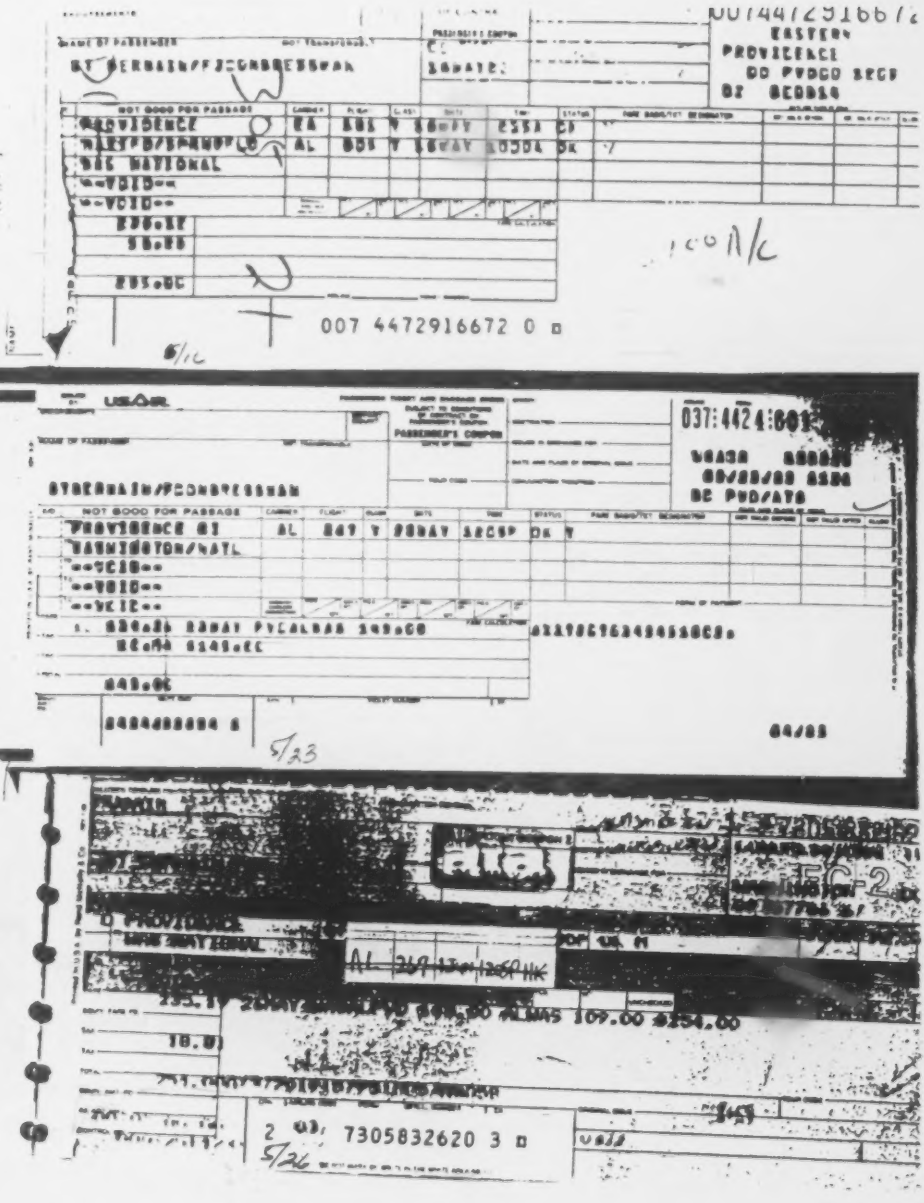
6/13/83	Woonsocket to Providence	20	~~6.00~~	
	Providence to Washington		116.00	
	Airport to Home	10	~~2.00~~	122.00
6/16/83	Home to Airport	10	~~6.00~~	
	Washington to Providence		116.00	
	Providence to Woonsocket	20	~~4.00~~	122.00
6/20/83	Woonsocket to Providence	20	~~4.00~~	
	Providence to Washington		116.00	
	Airport to Home	10	~~2.00~~	122.00
6/24/83	Home to Airport	10	~~2.00~~	
	Washington to Providence		116.00	
	Providence to Woonsocket	20	~~4.00~~	122.00
6/26/83	Woonsocket to Providence	20	~~4.00~~	
	Providence to Washington		116.00	
	Airport to Home	10	~~2.00~~	122.00
6/30/83	Home to Airport	10	~~2.00~~	
	Washington to Providence		116.00	
	Providence to Woonsocket	20	~~4.00~~	122.00
	Total			~~[illegible]~~

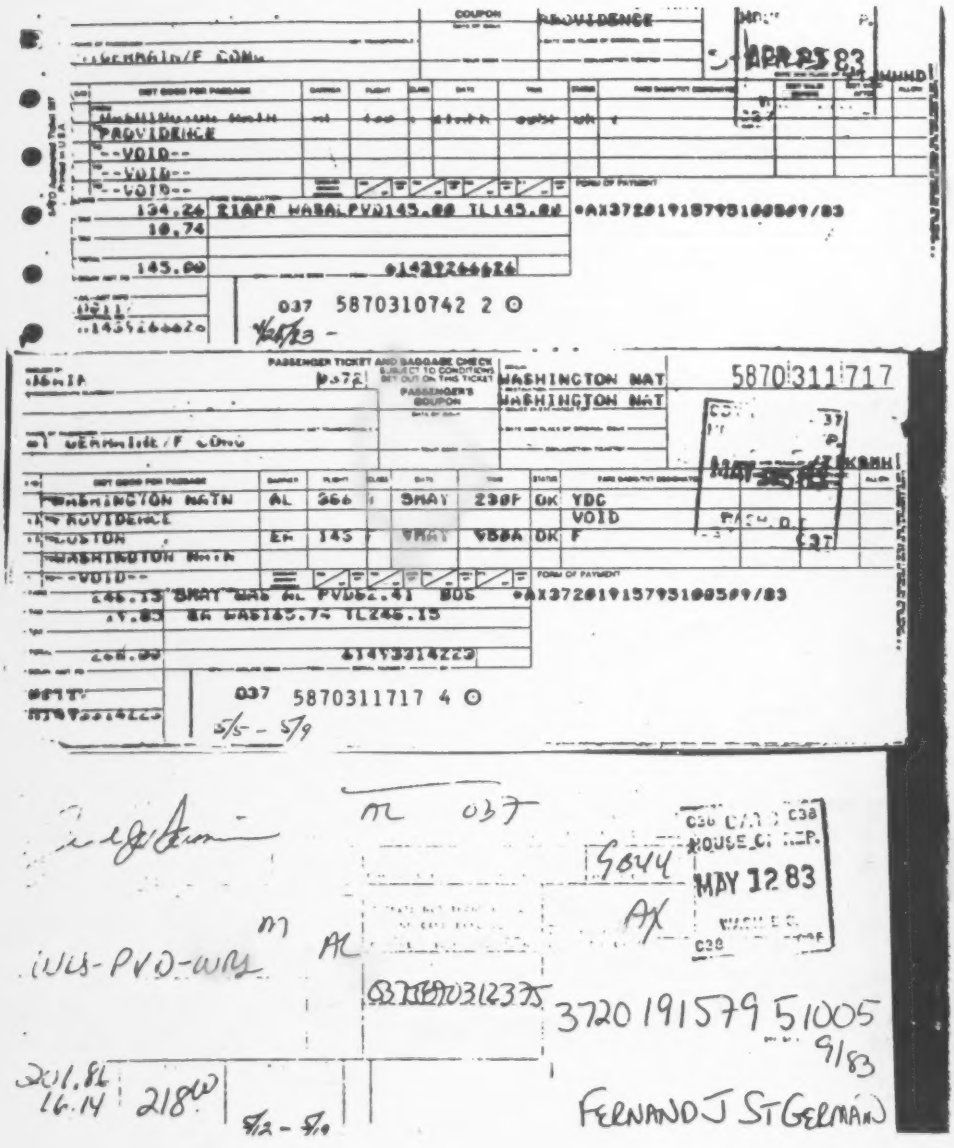

PSGR CPN
WAS NATIONAL
PROVIDENCE
WAS NATIONAL
--VOID--
--VOID--
7305832710 1


7305832730
STOERMAIN/F CONGRESSMAN
22 JUN 83
WASHINGTON DC
EC-1
WAS NATIONAL
PROVIDENCE
WAS NATIONAL
--VOID--
--VOID--
214.82 30JUN WASALPVD 116.00 ALWAS 116.00 $232.00
17.18
232.00
8012
1 031 7305832730 4 D


PSGR CPN
STOERMANN/FCORD.
WASH/NATIONAL
BOSTON
PROVIDENCE
WASH/NATIONAL
VOID
VOID
VOID
PSGR CPN
STOERMANN/FCOND
15 JUN 83
WAS NATIONAL AL 396 M 16JUN 230P OK M
PROVIDENCE AL 267 M 20JUN 1205P OK M
WAS NATIONAL
VOID
VOID
214.83 15JUN WASALFVU 116.00 ALWAS 116.00 $232.00
17.17
232.00
0070X AA AA
0004458846
037 7305832682 1
0372


DELTA AIR LINES, INC.
3720 703454 51002
05/83 THRU 04/85
F J ST GERMAIN
EASTERN
1241575103
TRAVEL SERVICES
WASHINGTON DC
02 JUN 83
07 JUN 83
009:4100:024:546
BOS ATO
NEW YORK AIR
3720 703454 51002
F J ST GERMAIN


EASTERN
PROVIDENCE
DO PVDCO
DZ
PROVIDENCE
007 4472916672 0
USAir
PROVIDENCE RI
WASHINGTON/NATL
DO PVDATO
ata
7305832620 3



COUPON
PROVIDENCE
APR 25 83
--VOID--
--VOID--
--VOID--
134.24 R1APR WABALPVD145.00 TL145.00 *AX372019157951005097/83
10.76
145.00
037 5870310742 2 O

PASSENGER TICKET AND BAGGAGE CHECK
SUBJECT TO CONDITIONS SET OUT ON THIS TICKET
PASSENGER'S COUPON
WASHINGTON NAT
5870311717
WASHINGTON NATN AL 366 5MAY 230P OK YDC
PROVIDENCE VOID
HOUSTON EA 145 7MAY 950A OK F
WASHINGTON NATN
--VOID--
246.15 5MAY WAS AL PVD62.41 BOS *AX372019157951005097/83
17.85 EA WAS165.74 TL246.15
264.00
037 5870311717 4 O
5/5 - 5/9

MAY 12 83
C38

WLS-PVD-WAS
AX
3720191579 51005
9/83
FERNANDJ STGERMAIN
201.84
16.14
218.00
5/2 - 5/9

Initiating Office
Voucher Number
429772

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

'83 SEP 14 P1:35

R.I. State | First District

HON. Fernand J. St Germain, M.C.

FINANCE OFFICE

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
7 (Mo.) 11 (Day) 83 (Yr.) TO 8 (Mo.) 4 (Day) 83 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, DC 20515	Travel to District per attached schedule PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $ 1,217.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

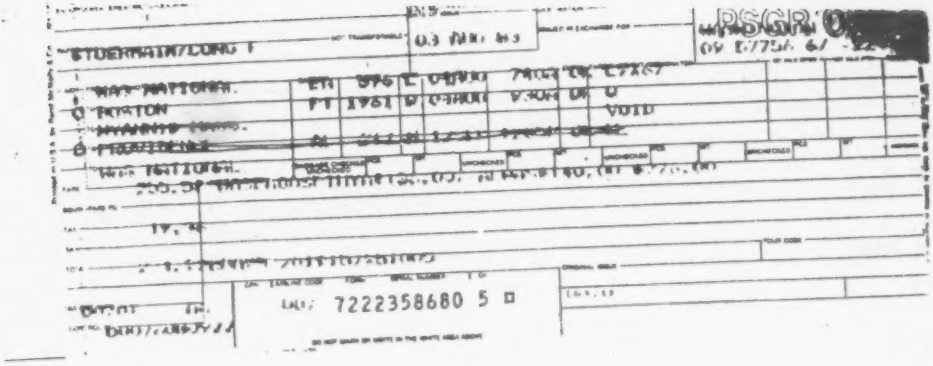
GRAND TOTAL $ 1,217.00

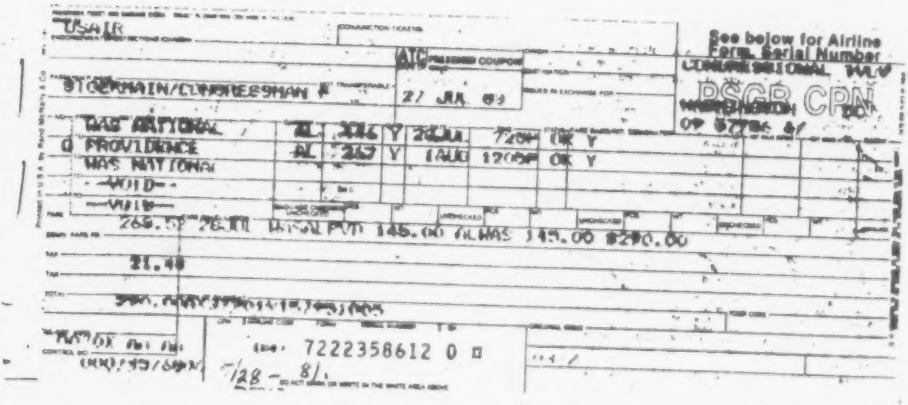
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

Sept. 13, 1983
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)


STUERMAIN/CONG T
WAS NATIONAL
0 PROVIDENCE
WAS NATIONAL
VOID
7222358680 5


See below for Airline Form Serial Number
STUERMAIN/CONGRESSMAN
21 JAN 89
WAS ARTIONAL
0 PROVIDENCE
WAS NATIONAL
VOID
7222358612 0

PSGR CPN
7305832730 0
PSGR CPN
007 7305832771 6
PSGR
007 7305832793 0

ITINERARY
HONORABLE FERNAND J. ST GERMAIN
July-August 1983

Date	Travel Destination	Miles	Amount	Total
7/11/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		116.00	
	Airport to Home	10	2.00	122.00 (12)
7/14/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00 (12)
7/18/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00 (12)
7/21/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00 (12)
7/25/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00 (12)
7/29/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00 (12)
8/2/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00 (12)
8/4/83	Home to Airport	10	2.00	
	Washington to Boston		179.00	
	Boston to Woonsocket	40	8.00	189.00 (12)
	Total			1,217.00 ✓

429772

Initialing Office
Voucher Number
429767

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

RECEIVED
1983 OCT 7 AM 8:47
H.R. & FINANCE OFFICE

(Please Use Typewriter or Ballpoint Pen)

R.I. (State) First (District)

HON. F. J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
9 (Mo.) 12 (Day) 83 (Yr.) TO 10 (Mo.) 3 (Day) 83 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn HOB Washington, D.C. 20515	Travel to District per attached PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $ 750.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $ 750.00

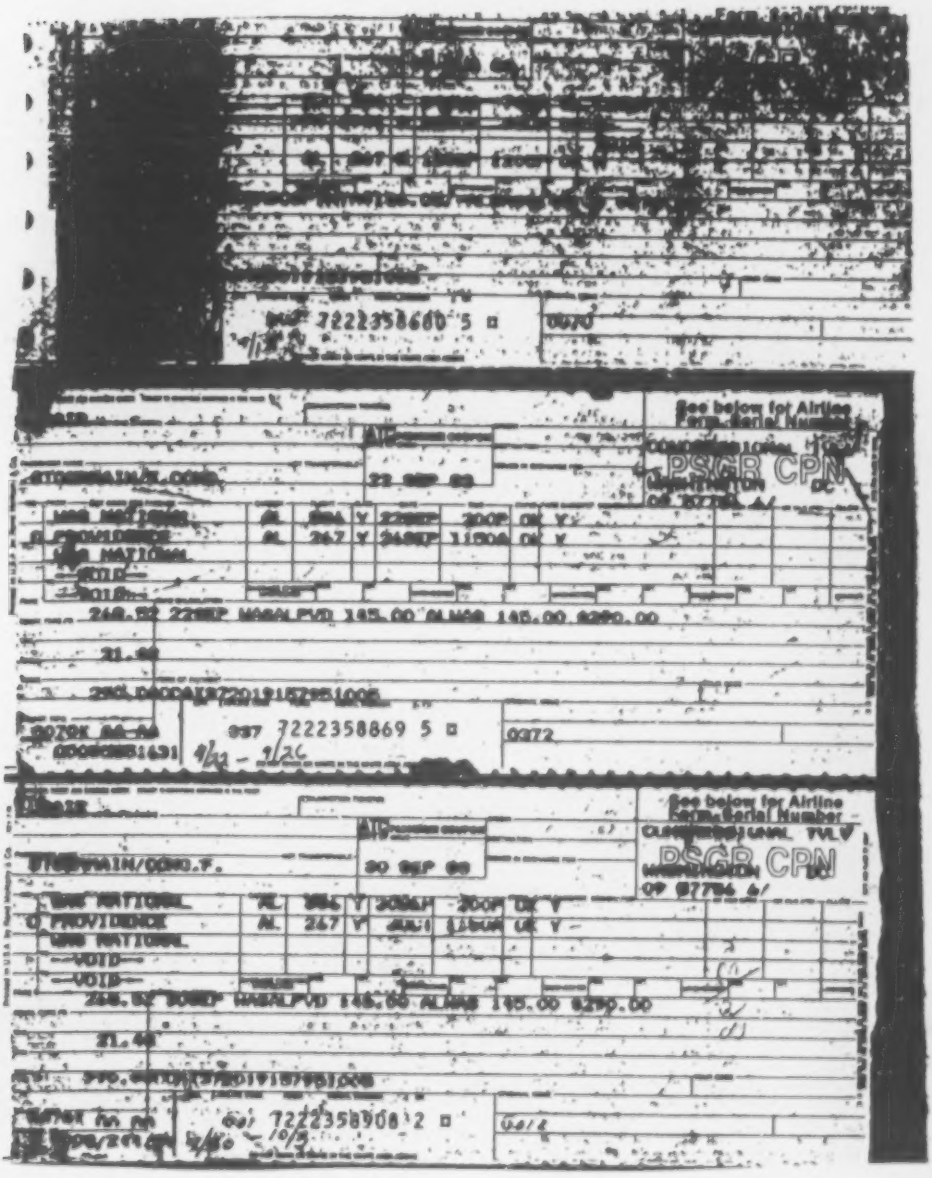
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

October 6, 1983
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)

APO 5


PSGR CPN
PSGR CPN

ITINERARY

HONORABLE FERNAND J. ST GERMAIN
September, 1983

Date	Travel Destination	Miles	Amount	Total
9/12/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		140.00	
	Airport to Home	10	2.00	146.00
9/22/83	Home to Airport	10	.2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
9/26/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
9/30/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
10/3/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
				750.00

Initialing Office
Voucher Number
450175

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

RECEIVED
1983 NOV -4 P.M.
H OF R FINANCE OFFICE

R.I. (State) First (District)

HON. Fernand J. St Germain, **M.C.**

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
10/ 1 83 (Mo.) (Day) (Yr.) TO 10 31 83 (Mo.) (Day) (Yr.)	Hon. F. J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Travel to District per attached PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $ 728.26
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $ 728.26

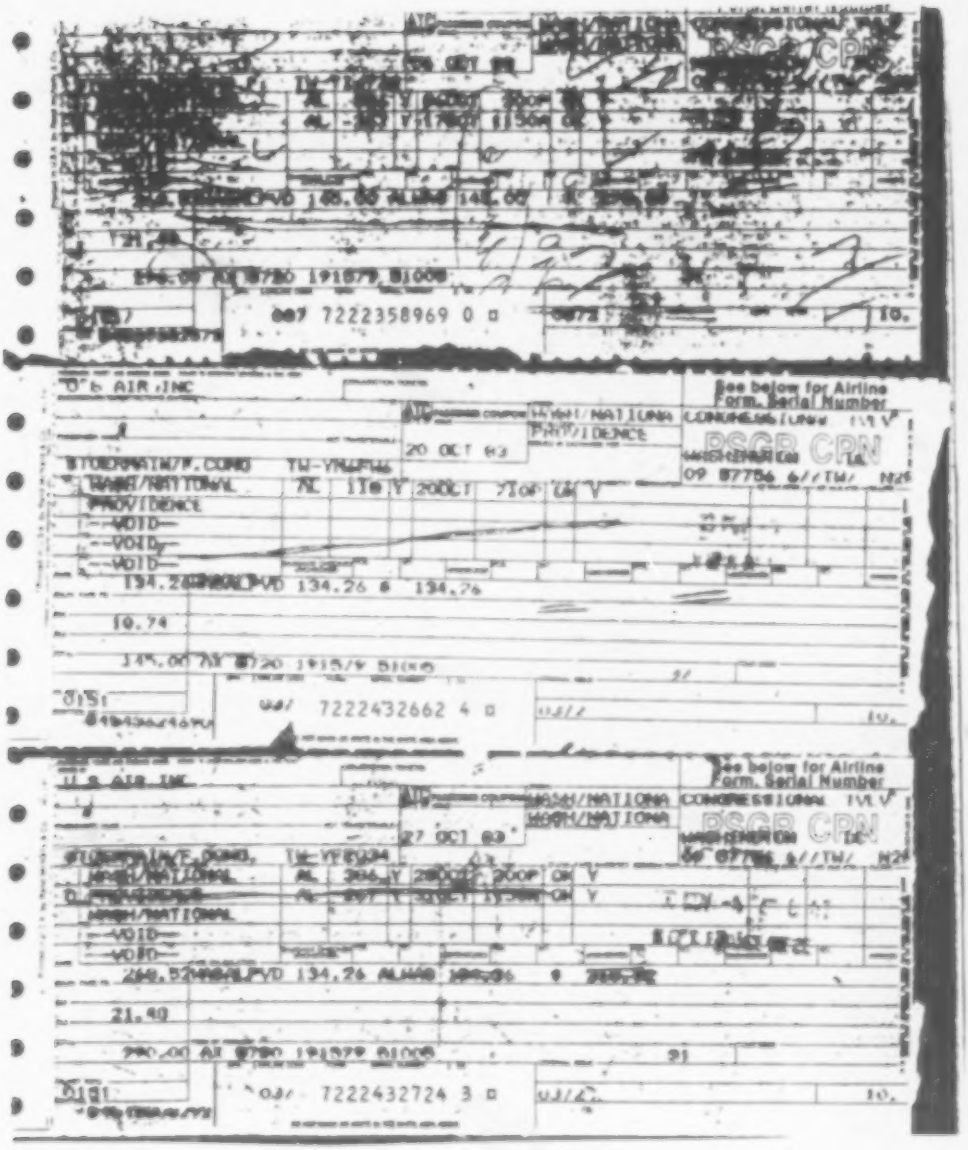
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreements; and (4) that they are for use in or by any office in the discharge of my duties.

November 3, 1984
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)

5


PSCR CPN
20 OCT 83
PROVIDENCE
--VOID--
--VOID--
--VOID--
10.74
7222432662 4
See below for Airline Form. Serial Number
PSCR CPN
27 OCT 83
21.40
7222432724 3

DELTA AIR LINES, INC.
006 4826 051 014
RANSOME AIRLINES
PVD FTO 06

ITINERARY

HONORABLE FERNAND J. ST GERMAIN
October, 1983

Date	Travel Destination	Miles	Amount	Total
10/6/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
10/17/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
10/20/83	Home to Airport	10	2.00	
	Washington to Providence		134.26	
	Providence to Woonsocket	20	4.00	140.26
10/28/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
10/31/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		129.00	
	Airport to Home	10	2.00	135.00
	# 450175			
			Total	728.26

Initiating Office
Voucher Number
9450178

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

or Ballpoint

R. I. (State) First (District) HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
Nov 1 83 (Day) (Yr.) TO Nov 30 83 (Day) (Yr.)	Fernand J. St Germain Suite 2108 Rayburn Building Washington, D.C. 20515	Travel to District per attached schedule PAYEE'S INVOICE NUMBER: 9450178	AMOUNT $ 755.00
(Day) (Yr.) TO (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Day) (Yr.) TO (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Day) (Yr.) TO (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Day) (Yr.) TO (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 755.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

November 28, 1983
(Date)

(Member's signature)

(ORIGINAL—To Finance Office)

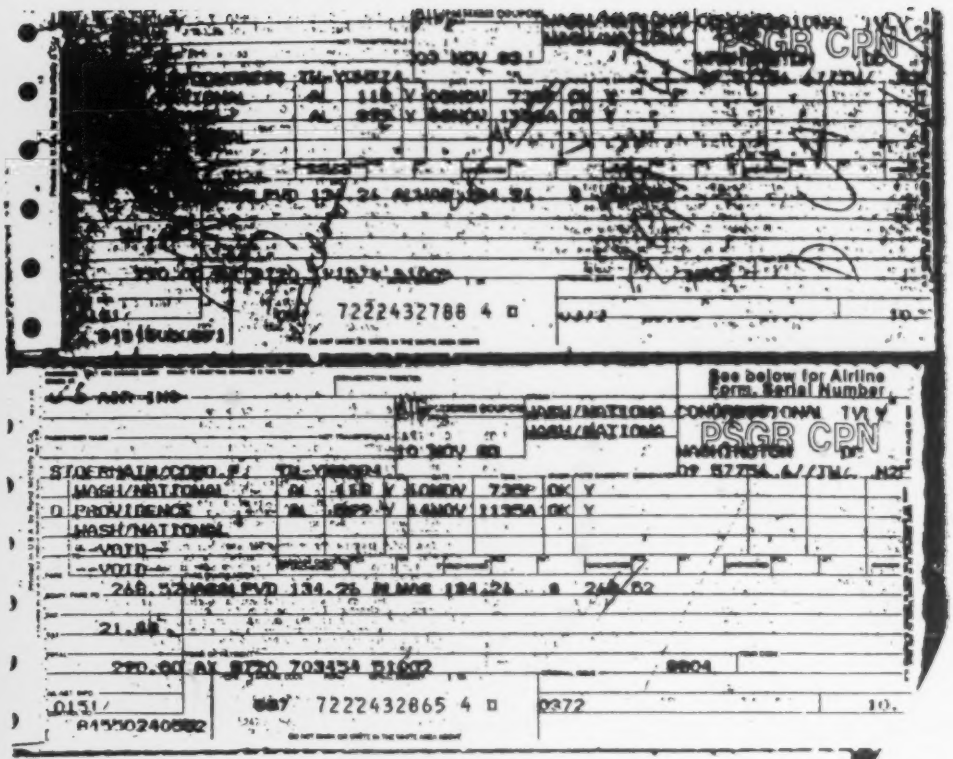
5

ITINERARY

HONORABLE FERNAND J. ST GERMAIN
November, 1983

DATE	TRAVEL DESTINATION	MILES	AMOUNT	TOTAL
11/3/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
11/8/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
11/10/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
11/14/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
11/19/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
	Total			755.00

#9450178



RIGINAL INVOICE

AT PREPARED: NOV 18,1983
TINERARY FOR: STGERMAIN/CONG.F.

NVOICE AMOUNT (AIR ONLY).$ 290.00

CONGRESSIONAL TRAVEL SERVICES
227 MASS. AVE. N.E. SUITE 320
WASHINGTON, D.C. 20002
202-546-8488

IRLINE	FLT#	CL	DATE	FROM	TO	LEAVE	ARRIVE	M	S
.S. AIR	326	Y	19NOV	WASH/NATIONAL	PROVIDENCE	959A	1103A	O	0
.S. AIR	OPEN	Y		PROVIDENCE	WASH/NATIONAL				

CONG. F. ST.GERMAIN
C/O DIANE
2108 RAYBURN BLDG.

HAVE A SAFE TRIP/GLENN
TKT:7222:432:961

Initiating Office
Voucher Number
450696

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

First State RI District

HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
1 (Mo.) 31 (Day) 84 (Yr.) TO 4 (Mo.) 30 (Day) 84 (Yr.)	Cong. Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Travel to District per attached PAYEE'S INVOICE NUMBER	AMOUNT $ 588.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

1984 MAY -4 AM 8 49
H OF R FINANCE OFFICE

1984 APR 27 AM 8 32
H OF R FINANCE OFFICE

GRAND TOTAL $ 588.00

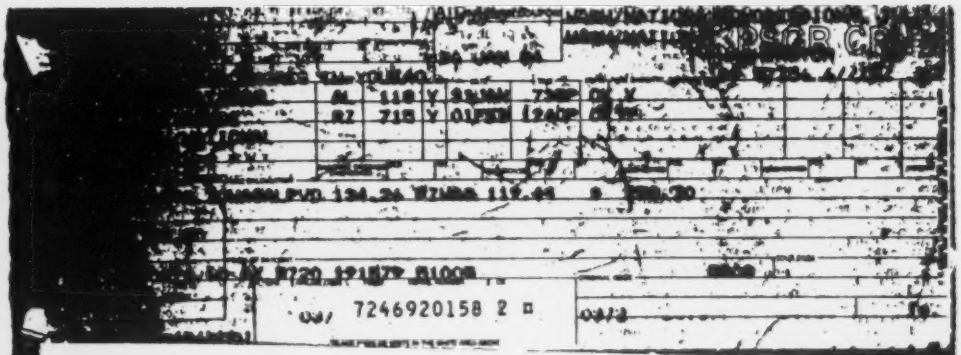
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the order therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

April 26, 1984
(Date)

Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

GPO



7246920158 2

ORIGINAL INVOICE

DATE PREPARED: JAN 26,1984
ITINERARY FOR: STGERMAIN/FCONGRE

CONGRESSIONAL TRAVEL SERVICES
227 MASS. AVE. N.E. SUITE 320
WASHINGTON, D.C. 20002
202-546-8488

INVOICE AMOUNT (AIR ONLY).$ 274.00

AIRLINE	FLT#	CL	DATE	FROM	TO	LEAVE	ARRIVE	M	S
U.S. AIR	118	Y	31JAN	WASH/NATIONAL	PROVIDENCE	735P	838P	0	
RANSOME	715	Y	01FEB	PROVIDENCE	WASH/NATIONAL	1240P	315P	0	

CONG. F. ST.GERMAIN
2108 RAYBURN BLDG.
ATTN: DIANE

HAVE A SAFE TRIP/GLENN
TKT:7246:920:158
FOP:AX-3720-191579-51005 9/85

DATE PREPARED: JAN 26,1984
ITINERARY FOR: STGERMAIN/FCONGRE

CONGRESSIONAL TRAVEL SERVICES
227 MASS. AVE. N.E. SUITE 320
WASHINGTON, D.C. 20002
202-546-8488

INVOICE AMOUNT (AIR ONLY).$ 274.00

AIRLINE	FLT#	CL	DATE	FROM	TO	LEAVE	ARRIVE	M	S
U.S. AIR	118	Y	31JAN	WASH/NATIONAL	PROVIDENCE	735P	838P	0	
RANSOME	715	Y	01FEB	PROVIDENCE	WASH/NATIONAL	1240P	315P	0	

CONG. F. ST.GERMAIN
2108 RAYBURN BLDG.
ATTN: DIANE

HAVE A SAFE TRIP/GLENN
TKT:7246:920:158
FOP:AX-3720-191579-51005 9/85

DATE PREPARED: MAR 28,1984
ITINERARY FOR: ST. GERMAIN/FERNAND CONG

INVOICE AMOUNT (AIR ONLY).$ 290.00

CONGRESSIONAL TRAVEL SERVICES
227 MASS. AVE. N.E. SUITE 320
WASHINGTON, D.C. 20002
202-546-8488

AIRLINE	FLT#	CL	DATE	FROM	TO	LEAVE	ARRIVE	M	S
U.S. AIR	OPEN	Y		WAS NATIONAL	PROVIDENCE				
U.S. AIR	399	Y	10APR	PROVIDENCE	WAS NATIONAL	1045A	1200N		

CON. F. ST. GERMAIN
2108 RAYBURN
ATTN DIANE

HAVE A SAFE TRIP!-JEANNIE
TKT:7255:305:425
FOP:AX3720-191579-51005 X9/85
SEATING-ADVANCE SEATING NOT AVAL
PLEASE CHECK IN EARLY AT AIRPORT

DATE PREPARED: MAR 28,1984
ITINERARY FOR: ST. GERMAIN/FERNAND CONG

INVOICE AMOUNT (AIR ONLY).$ 290.00

CONGRESSIONAL TRAVEL SERVICES
227 MASS. AVE. N.E. SUITE 320
WASHINGTON, D.C. 20002
202-546-8488

AIRLINE	FLT#	CL	DATE	FROM	TO	LEAVE	ARRIVE	M	S
U.S. AIR	OPEN	Y		WAS NATIONAL	PROVIDENCE				
U.S. AIR	399	Y	10APR	PROVIDENCE	WAS NATIONAL	1045A	1200N		

CON. F. ST. GERMAIN
2108 RAYBURN
ATTN DIANE

HAVE A SAFE TRIP!-JEANNIE
TKT:7255:305:425
FOP:AX3720-191579-51005 X9/85
SEATING-ADVANCE SEATING NOT AVAL
PLEASE CHECK IN EARLY AT AIRPORT

FERNAND J. ST GERMAIN
1st District, Rhode Island

2108 Rayburn House Office Building
Washington, D.C. 20515
Tel. 202-225-4911

204 John E. Fogarty Building
Providence, R.I. 02903
Tel. 401-528-5050

R.I. Toll Free Telephone
1-800-982-8110

Congress of the United States
House of Representatives
Washington, D.C. 20515

April 26, 1984

To Whom it May Concern:

This is to certify that the attached voucher is for trips taken to and from my Congressional District. Unfortunately, the ticket coupon for the trip to and from Providence, Rhode Island to Washington, D.C. on April 9 and April 10 has been misplaced.

Sincerely,

Fernand J. St Germain

ITINERARY

HONORABLE FERNAND J. ST GERMAIN

Date	Travel Destination	Miles	Amount	Total
1/31/84	Home to Airport	10	~~2.00~~	
	Washington to Providence		~~137.00~~	
	Providence to Woonsocket	20	~~4.00~~	143.00
2/1/84	Woonsocket to Providence	20	~~4.00~~	
	Providence to Washington		~~137.00~~	
	Airport to Home	10	~~2.00~~	143.00
4/9/84	Home to Airport	10	~~2.00~~	
	Washington to Providence		~~145.00~~	
	Providence to Woonsocket	20	~~4.00~~	151.00
4/10/84	Woonsocket to Providence	20	~~4.00~~	
	Providence to Washington		~~145.00~~	
	Airport to Home	10	~~2.00~~	151.00

(12) -

(12) -

(12) -

(12)

#450696

Initiating Office
Voucher Number
9450172

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State First District

HON. Fernand J. St Germain , **M.C.**

RECEIVED
1983 DEC 21 AM 8

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
~~12 14 83~~ (Mo.) (Day) (Yr.) TO ~~12 14 83~~ (Mo.) (Day) (Yr.)	Fernand J. St Germain Suite 2108 Rayburn Building Washington, D.C. 20515	Travel per attached schedule (attached) PAYEE'S INVOICE NUMBER	[redacted] $302.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] $

GRAND TOTAL $ 302.00

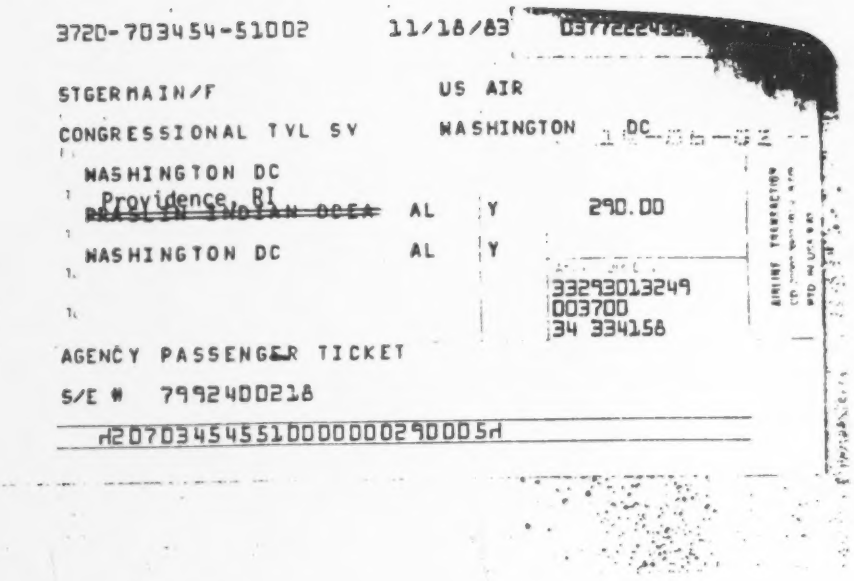
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the order therefor, (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

December 20, 1983
(Date)

Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

GPO



3720-703454-51002 11/18/83 037722245

STGERMAIN/F US AIR

CONGRESSIONAL TVL SV WASHINGTON DC

WASHINGTON DC
Providence, RI
~~PROVIDENCE/GREEN OCEA~~ AL Y 290.00

WASHINGTON DC AL Y

33293013249
003700
34 334158

AGENCY PASSENGER TICKET

S/E # 7992400218

H2070345455100000002900054

CONG. F. ST.GERMAIN
C/O DIANE
2108 RAYBURN BLDG.

HAVE A SAFE TRIP/GLENN
TKT:7222432788 4

Open ticket used December 14, 198

INTERNARY

HONORABLE FERNAND J. ST GERMAIN

December, 1983

DATE	TRAVEL DESTINATION	MILES	AMOUNT	TOTAL
12/14/83	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00
12/~~14~~15/83	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
	Total			302.00

12

12

9450172

Initiating Office
Voucher Number
450151

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Type or Ballpoint Pen)

R.I. State — First District — HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	
5 (Mo.) 10 (Day) 84 (Yr.) TO 5 (Mo.) 14 (Day) 84 (Yr.)	Hon. Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Travel to District ~~per attached~~ Round trip DC to Woonsocket PAYEE'S INVOICE NUMBER 450151	[redacted] AMOUNT $ 302.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	RECEIVED 1984 MAY 18 PM 2:54 HOUSE FINANCE OFFICE AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $ 302.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

May 18, 1984
(Date)

Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

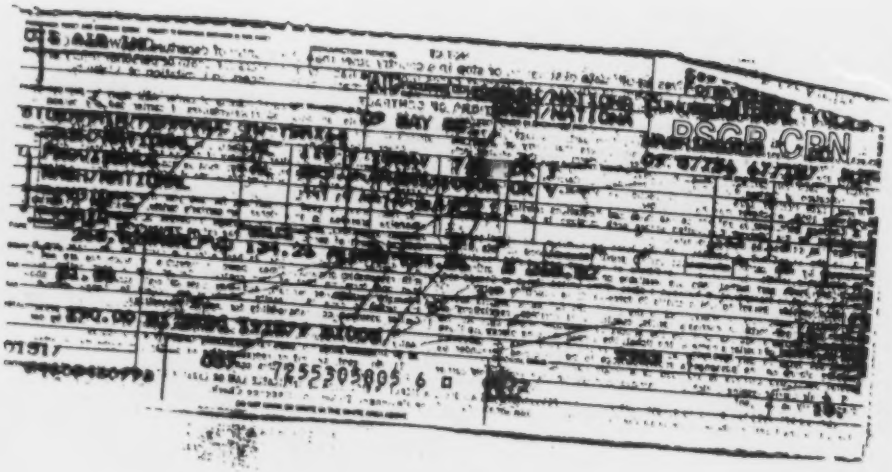
GPO

ITINERARY

Hon. Fernand J. St Germain

May 10 - May 14
1984

5/10/84	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
5/14/84	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00



Initiating Office
Voucher Number
9450154

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State — First District — HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
(Mo.) 17 (Day) 84 (Yr.) TO (Mo.) 21 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Travel to District ~~per attached~~ Round-trip DC to Woonsocket PAYEE'S INVOICE NUMBER 9450154	[redacted] AMOUNT $ 302.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

HOUSE OF REPRESENTATIVES
1984 MAY 22 AM 8:46
FINANCE OFFICE

GRAND TOTAL $ 302.00

I CERTIFY (1) that the above articles have been received in good condition, and are of the quality and in the quantity above specified, or the services were performed as ordered; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

May 21, 1984
(Date)

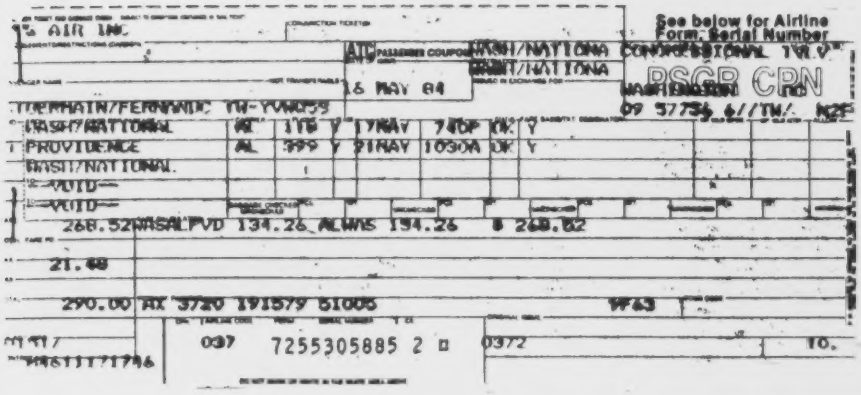
Fernand J. St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

[redacted]

ITINERARY
CONG. FERNAND J. ST GERMAIN

5/17/84	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.00
5/21/84	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	
				151.00



Initiating Office
Voucher Number
9450158

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

1984 JUN -8 AM 8:52
H OF R FINANCE OFFICE

R.I. State — First District

HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
5 (Mo.) 31 (Day) 84 (Yr.) TO 6 (Mo.) 4 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Travel to District ~~per attached~~ DC to Woonsocket, Round trip PAYEE'S INVOICE NUMBER: 9450158	[redacted] AMOUNT: $302.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT: $

GRAND TOTAL $ 302.00

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

June 7, 1984
(Date)

Fernand J. St Germain
(Member's signature)

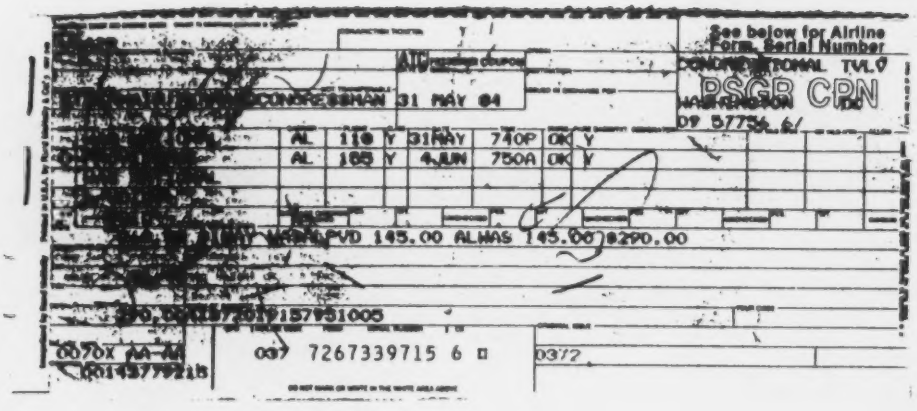
GPO

(ORIGINAL—To Finance Office)

[redacted]RARY

[redacted] FERNAND J. ST GERMAIN

5/31/84	Home to Airport	10	2.00	
	Washington to Providence		145.00	
	Providence to Woonsocket	20	4.00	151.
6/4/84	Woonsocket to Providence	20	4.00	
	Providence to Washington		145.00	
	Airport to Home	10	2.00	151.00


See below for Airline Form, Serial Number
PSCR CPN
AL 110 Y 31MAY 740P OK Y
AL 105 Y 4JUN 750A OK Y
PVD 145.00 ALWAS 145.00 290.00
0070X AA-AA
037 7267339715 6
0372

Initiating Office
Voucher Number
9450160

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. First
State District

HON. Fernand J. St Germain **, M.C.**

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
6 (Mo.) 7 (Day) 84 (Yr.) TO 6 (Mo.) 11 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Round-trip DC to Woonsocket PAYEE'S INVOICE NUMBER: 9450160	[redacted] AMOUNT $93.48
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] '84 JU... OF R... OFFICE OF FINANCE A9:119 AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	[redacted] AMOUNT $

GRAND TOTAL $ 93.48

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

June 12, 1984
(Date)

Fernand J. St Germain
(Member's signature)

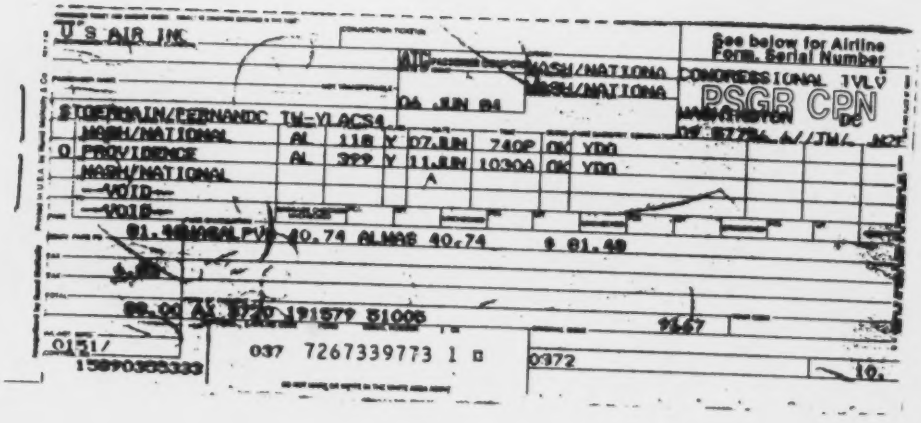
GPO

(ORIGINAL—To Finance Office)

ITINERARY

Cong. Fernand J. St Germain

6/7/84	Home to Airport	10	2.00	
	Washington to Providence		40.74	
	Providence to Woonsocket	20	4.00	46.74
6/11/84	Woonsocket to Providence	20	4.00	
	Providence to Washington		40.74	
	Airport to Home	10	2.00	46.74



VOUCHER

RECEIVED

9450166

HON. Fernand St Germain M.C.

State ... District ...

H OF R FINANCE OFFICE

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	
6 (Mo.) 15 (Day) 84 (Yr.) TO 6 (Mo.) 18 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip to the District (Wms per attached PAYEE'S INVOICE NUMBER 9450166	AMOUNT $ 227.42
6 (Mo.) 22 (Day) 84 (Yr.) TO 6 (Mo.) 25 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip to the District (Wo per attached PAYEE'S INVOICE NUMBER	AMOUNT $ 100.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 327.42

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated, (2) that they are in accordance with the orders therefor, (3) that the prices charged are just, reasonable, and in accordance with agreement, and (4) that they are for use in or by my office in the discharge of my duties.

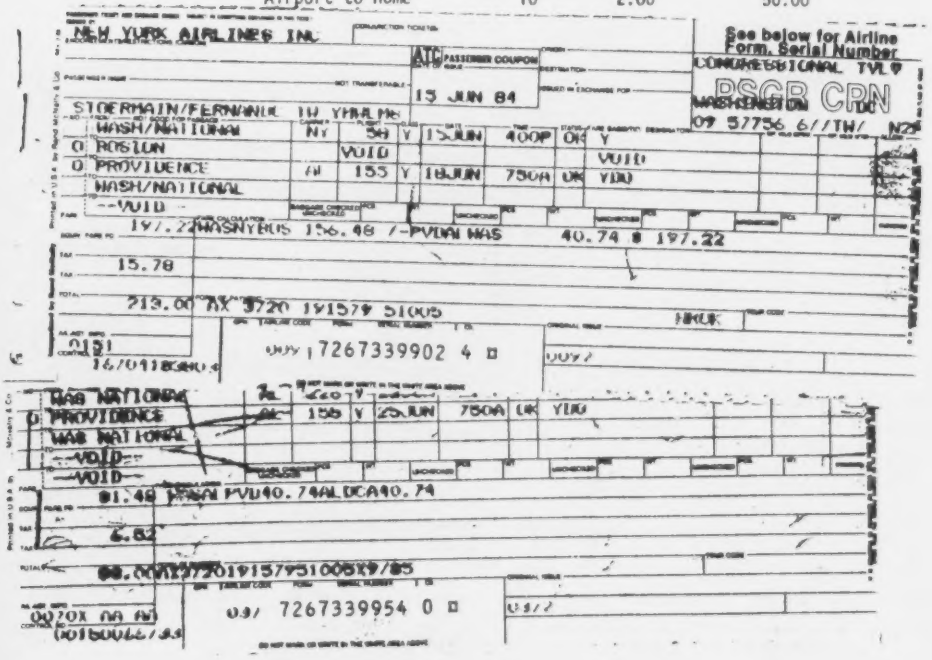
June 28, 1984
(Date)

Fernand St Germain
(Member's signature)

(ORIGINAL—To Finance Office)

Congressman Fernand J. St Germain

6/15/84	Home to Airport	10	2.00	
	Washington to Boston		156.48	
	Airport to Home	35	8.40	
				164.90
6/18/84	Woonsocket to Prov.	20	4.00	
	Providence to D.C.		40.74	
	Airport to Home	10	2.00	46.74
	Fed. Tax on Airfare			15.78
6/22/84	Home to Airport	10	2.00	
	D.C. to Providence		44.00	
	Providence to Woonsocket	20	4.00	50.00
	Woonsocket to Providence	20	4.00	
	Providence to D.C.		44.00	
	Airport to Home	10	2.00	50.00



Voucher Number 614806

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Use Typewriter or Ballpoint Pen)

RECEIVED

HON. Fernand J. St Germain M.C.

RI 1st District

DATE OF TRAVEL	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF SERVICES (Include Quantity and Unit Price, If Applicable)	AMOUNT
6 29 84 to 7 24 84	Fernand J. St Germain Rayburn Building Washington, D.C. 20515	Roundtrip to the District ~~per itinerary below~~ OC to Woonsocket airfare plus mileage	
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT
		614806	$ 100.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)	~~6/29/84 Home to Airport~~ ~~Washington to Prov.~~ Airport to Home	10 2.00 ~~20 4.00~~ 20 4.00 30.00	
	7/24/84 Woonsocket to Airport ~~Providence to Washington~~ Airport to Home	20 4.00 ~~4.00~~ 2.00 50.00	
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT
			$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT
			$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT
			$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT
			$

GRAND TOTAL $ 100.00

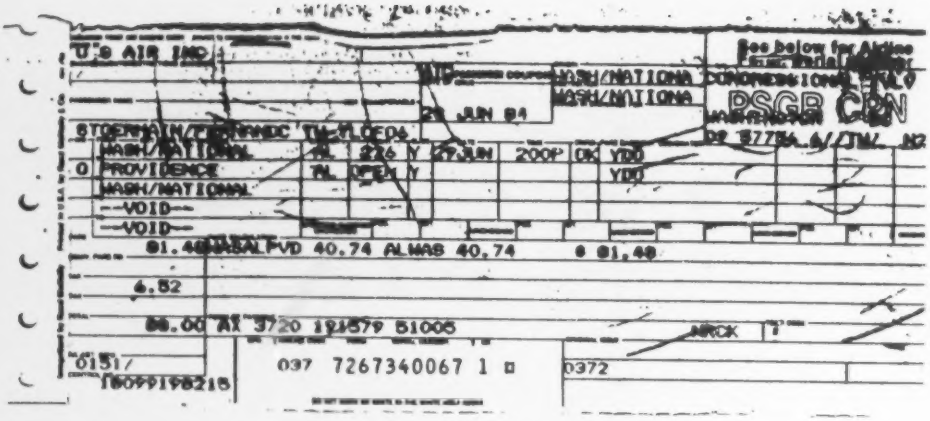
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified; (2) that the services were performed as stated; (3) that the prices charged are just, reasonable and in accordance with agreement, and (4) that they are for use in or by my office in the discharge of my duties.

July 26, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

GPO : 1984 - 33-936


U S AIR INC
28 JUN 84
WASH/NATIONA
WASH/NATIONA
PSGR CPN
WASH/NATIONAL
PROVIDENCE
WASH/NATIONAL
--VOID--
--VOID--
91.48
4.52
80.00
0151?
037 7267340067 1
0372

[redacted]

DATE (S) OF SERVICES	(Name and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
7 (Mo.) 26 (Day) 84 (Yr.) TO 7 (Mo.) 31 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	travel to and from District ~~as reflected below~~ DC to Woonsocket	[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER 614808	AMOUNT $ 100.00
(Mo.) (Day) (Yr.) TO	7/26/84 ~~Home to Airport~~ 10 miles 2.00 ~~Wash. to Prov.~~ 44.00 ~~Airport to Woon~~ 20 4.00 50.00		[redacted]
(Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO	7/31/84 Woonsocket to Prov. 10 miles 4.00 Proy. to Washington 44.00 Airport to Home 2.00 50.00		[redacted]
(Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
(Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
(Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 100.00

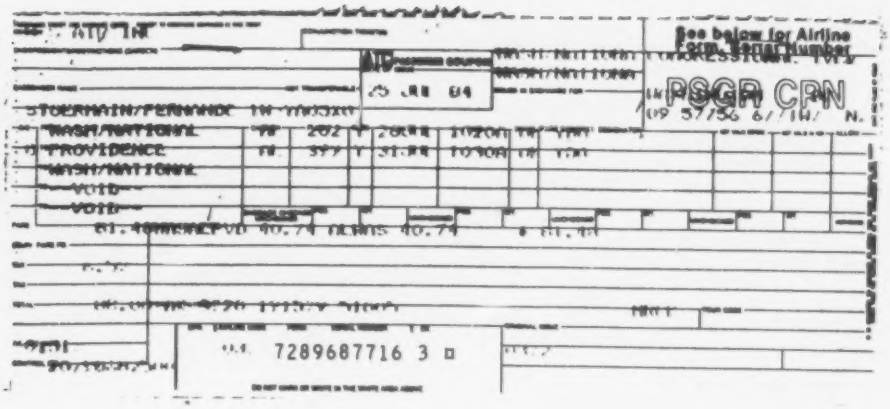
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

July 31, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596


See below for Airline
PSGR CRN
WASH/NATIONAL
PROVIDENCE
WASH/NATIONAL
VOID
VOID
7289687716 3

Issuing Office
Voucher Number
614809

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

R.I. State — First District

HON. Fernand J. St Germain

RECEIVED

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
8 (Mo.) 2 (Day) 84 (Yr.) TO 8 (Mo.) 8 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Round Trip Travel to ~~District~~ Woonsocket via Providence air fare and mileage (60mi)	$ 100.00
	SSN OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER 614809	
8/2/84	~~Home to Airport~~ 10 miles ~~2.00~~ ~~Wash. to Providence~~ ~~44.00~~ ~~Providence to Woonsocket~~ 20 miles ~~4.00~~		
	SSN OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	
~~8/8/84~~	~~Woonsocket to Prov.~~ ~~20 miles~~ ~~4.00~~ ~~Providence to Washington~~ ~~44.00~~ ~~Airport to Home~~ 10 miles 2.00		
	SSN OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	
	SSN OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	
	SSN OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	

GRAND TOTAL $ 100.00

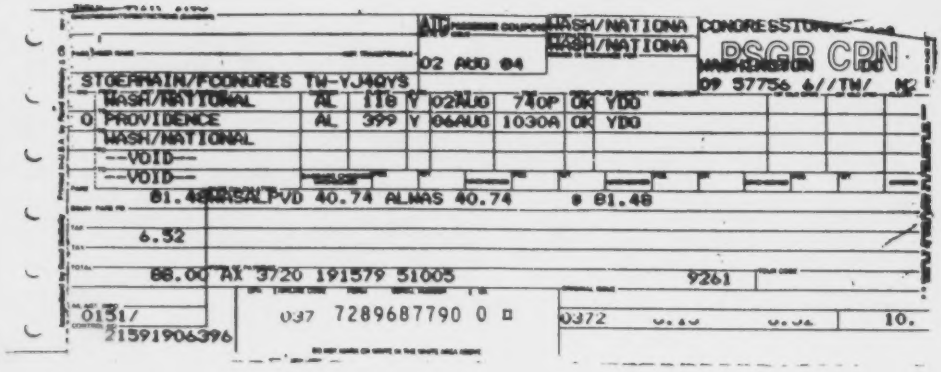
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, (2) the services were performed as stated, (3) that they are in accordance with the orders issued, (4) that the prices charged are just, reasonable, and in accordance with agreement, and (5) that they are for use in or by my office in the discharge of my duties.

August 8, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

GPO : 1984 - 32-598


AID
WASH/NATIONA
02 AUG 04
WASH/NATIONA
CONGRESSIONAL
PSGR CPN
09 57756 6//TW/
STOERMAIN/FCONGRES TW-VJ4GYS
WASH/NATIONAL AL 116 Y 02AUG 740P OK YDO
0 PROVIDENCE AL 399 Y 06AUG 1030A OK YDO
WASH/NATIONAL
--VOID--
--VOID--
81.48 BASALPVD 40.74 ALMAS 40.74 @ 81.48
6.32
88.00 AX 3720 191579 51005 9261
0131/
21591906396
037 7289687790 0 □
0372
10.

Disbursing Office Voucher Number 614811

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

'84 SEP 10 A9:04

HON. Fernand J. St Germain, M.C.

R. I. State — First District

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
8 (Mo.) 8 (Day) 84 (Yr.) TO 9 (Mo.) 5 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip travel to Woonsocket via Providence Airfare and Mileage (60 miles)	AMOUNT $88.00
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER 614811	
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			AMOUNT $
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			AMOUNT $
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			AMOUNT $
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	
			GRAND TOTAL $88.00

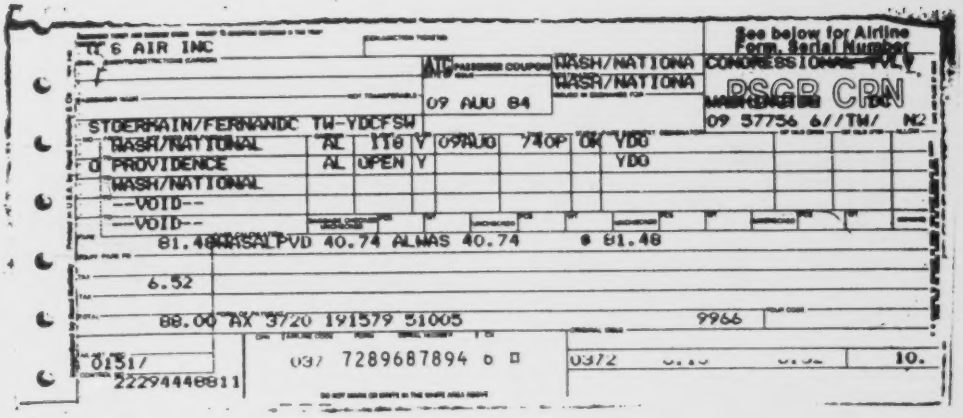
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated, (2) that they are in accordance with the orders therefor, (3) that the prices charged are just, reasonable, and in accordance with agreement, and (4) that they are for use in or by my office in the discharge of my duties.

September 6, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596


See below for Airline Form, Serial Number
T 6 AIR INC
WASH/NATIONA
WASH/NATIONA
09 AUU 84
PSGR CRN
09 57756 6//TW/
STOERKAIN/FERNANDC TW-YDCFSW
WASR/NATIONAL AL ITB Y 09AUG 740P OK YDG
PROVIDENCE AL OPEN Y YDG
WASH/NATIONAL
--VOID--
--VOID--
81.48 WASALPVD 40.74 ALWAS 40.74 81.48
6.52
88.00 AX 3720 191579 31005 9966
01317
22294448811
037 7289687894 0
0372
10.

Initiating Office Voucher Number: 614814

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

HON. Fernand J. St Germain, M.C.

State RI (Area) First District

RECEIVED
1984 SEP 18 AM 8 12
U.S. HOUSE OF REPRESENTATIVES
OFFICE OF FINANCE

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
9 (Mo.) 6 (Day) 84 (Yr.) TO 9 (Mo.) 11 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Washington, D.C. to Woonsocket, R.I. via Providence and return to Washington (roundtrip) airfare and mileage (60 miles)	$ ~~152.00~~ 152.40
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER: 614814	
9 (Mo.) 14 (Day) 84 (Yr.) TO 9 (Mo.) 17 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip to Woonsocket via Providence airfare and mileage (60 mi)	$ ~~152.00~~ 152.40
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER: 614814	
(Mo.) (Day) (Yr.) TO			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ ~~300.00~~ 304.80

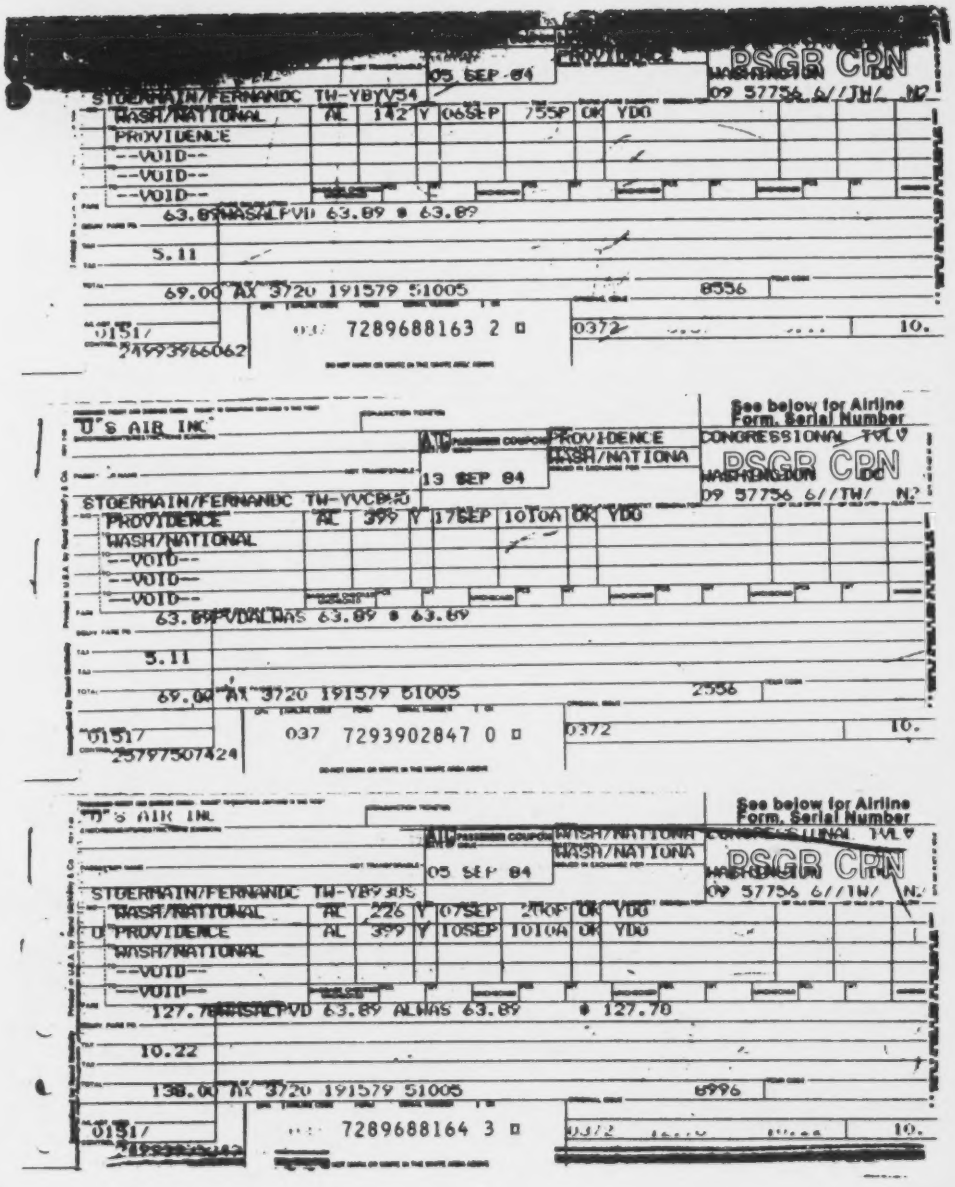
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders thereof; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

September 17, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596



05 SEP 84
PSGR CRN
STOERMAIN/FERNANDC TW-YBYV54
WASH/NATIONAL AL 142 Y 06SEP 735P OK YDO
PROVIDENCE
--VOID--
--VOID--
--VOID--
63.89WASHLPVD 63.89 ● 63.89
5.11
69.00 AX 3720 191579 51005 8556
0151 037 7289688163 2 0372 10.
2499966062

U'S AIR INC
See below for Airline Form. Serial Number
PROVIDENCE
WASH/NATIONA
13 SEP 84
PSGR CRN
STOERMAIN/FERNANDC TW-YVCB4D
PROVIDENCE AL 399 Y 17SEP 1010A OK YDO
WASH/NATIONAL
--VOID--
--VOID--
--VOID--
63.89PVDALWAS 63.89 ● 63.89
5.11
69.00 AX 3720 191579 51005 2556
0151 037 7293902847 0 0372 10.
257975074 24

U'S AIR INC
See below for Airline Form. Serial Number
WASH/NATIONA
WASH/NATIONA
05 SEP 84
PSGR CRN
STOERMAIN/FERNANDC TW-YB9J0S
WASH/NATIONAL AL 226 Y 07SEP 200P OK YDO
PROVIDENCE AL 399 Y 10SEP 1010A OK YDO
WASH/NATIONAL
--VOID--
--VOID--
127.78WASHLPVD 63.89 ALWAS 63.89 ● 127.78
10.22
138.00 AX 3720 191579 51005 6996
0151 037 7289688164 3 0372 10.

Initiating Office
Voucher Number
614819

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State — First District

HON. Fernand J. St Germain RECEIVED, M.C.

1984 OCT -5 AM 8:42
HOUSE FINANCE OFFICE

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	
9 (Mo.) 21 (Day) 84 (Yr.) TO 9 (Mo.) 24 (Day) 84 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip travel to Woonsocket via Providence airfare and mileage (60 miles)	[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER: 614819	AMOUNT: $~~128.40~~
9 (Mo.) 26 (Day) 84 (Yr.) TO 10 (Mo.) 1 (Day) 84 (Yr.)	Fernand J. St Geramin 2108 Rayburn Bldg. Washington, D.C. 20515	Roundtrip travel to Woonsocket via Providence airfare and mileage (60 miles)	[redacted] $141.40
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER: 614819	AMOUNT: $~~153.40~~
___ (Mo.) ___ (Day) ___ (Yr.) TO		charges per	[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT: $
___ (Mo.) ___ (Day) ___ (Yr.) TO		Jean Jones 10/9/84	[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT: $
___ (Mo.) ___ (Day) ___ (Yr.) TO			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S INVOICE NUMBER	AMOUNT: 213.80

GRAND TOTAL $281.80

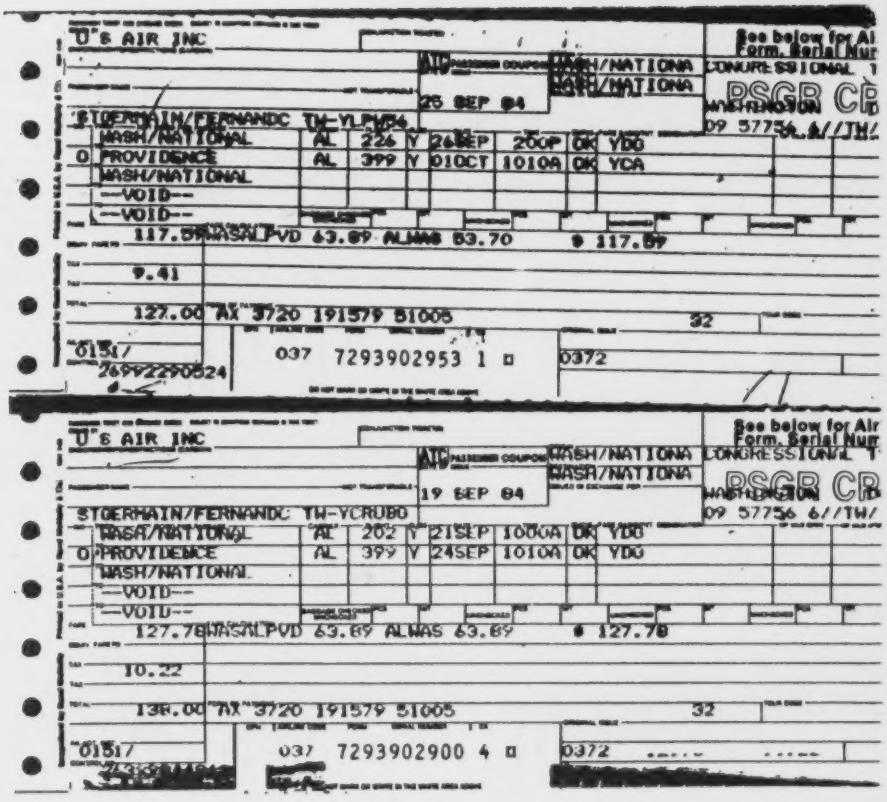
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreements; and (4) that they are for use in or by my office in the discharge of my duties.

10/4/84
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596



U S AIR INC

See below for Al
Form, Serial Nur

ATD WASH/NATIONA
WASH/NATIONA

25 SEP 84

CONGRESSIONAL T

PSGR CR

WASHINGTON

09 57756 A//TH/

STOERMAIN/FERNANDC TH-YLPVD4

	WASH/NATIONAL	AL	226	Y	26SEP	200P	OK	YDO	
O	PROVIDENCE	AL	399	Y	01OCT	1010A	OK	YCA	
	WASH/NATIONAL								
	--VOID--								
	--VOID--								

117.89 WASALPVD 63.89 ALWAS 53.70 $ 117.89

9.41

122.00 AX 3720 191579 51005 32

0151 037 7293902953 1 0372

2699229O524

U S AIR INC

See below for Air
Form, Serial Nur

ATD WASH/NATIONA
WASH/NATIONA

19 SEP 84

CONGRESSIONAL T

PSGR CR

WASHINGTON

09 57756 6//TH/

STOERMAIN/FERNANDC TH-YCRUBO

	WASH/NATIONAL	AL	202	Y	21SEP	1000A	OK	YDO	
O	PROVIDENCE	AL	399	Y	24SEP	1010A	OK	YDO	
	WASH/NATIONAL								
	--VOID--								
	--VOID--								

127.78 WASNLPVD 63.89 ALWAS 63.89 $ 127.78

10.22

138.00 AX 3720 191579 51005 32

0151 037 7293902900 4 0372

UNITED STATES HOUSE OF REPRESENTATIVES

Voucher Number 614822

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

REC'D 1984 OCT M.C.

R.I. State — First District — HON. Fernand J. St Germain

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
9 3 84 (Mo.) (Day) (Yr.) TO 10 2 84 (Mo.) (Day) (Yr.)	New England Telephone P.O. Box 968 Providence, RI 02901	Monthly charges Providence Office New England Telephone 37.51 AT & T Information Systems 30.92 AT & T Communications .59 S.S.N. OF STAFF EMPLOYEE: PAYEE'S INVOICE NUMBER: 401-846-7511	[redacted] AMOUNT $ 69.02
10 3 84 (Mo.) (Day) (Yr.) TO 10 8 84 (Mo.) (Day) (Yr.)	Candace Putnam 2108 Rayburn HOB Washington, D.C. 20515	Roundtrip to Providence via Boston 117.00 Hotel Accomodations 87.48 S.S.N. OF STAFF EMPLOYEE: 231 86 5669 PAYEE'S INVOICE NUMBER: 614822	[redacted] AMOUNT $204.48
10 5 84 (Mo.) (Day) (Yr.) TO 10 9 84 (Mo.) (Day) (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Roundtrip to Woonsocket via Hartford/Providence airfare and mileage(131 miles) S.S.N. OF STAFF EMPLOYEE: PAYEE'S INVOICE NUMBER: 614822	[redacted] AMOUNT $143.44
10 5 84 (Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Avis Car Rental S.S.N. OF STAFF EMPLOYEE: PAYEE'S INVOICE NUMBER: 114130811	[redacted] AMOUNT $ 63.71
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)		S.S.N. OF STAFF EMPLOYEE: PAYEE'S INVOICE NUMBER:	[redacted] AMOUNT $

GRAND TOTAL $ 480.65

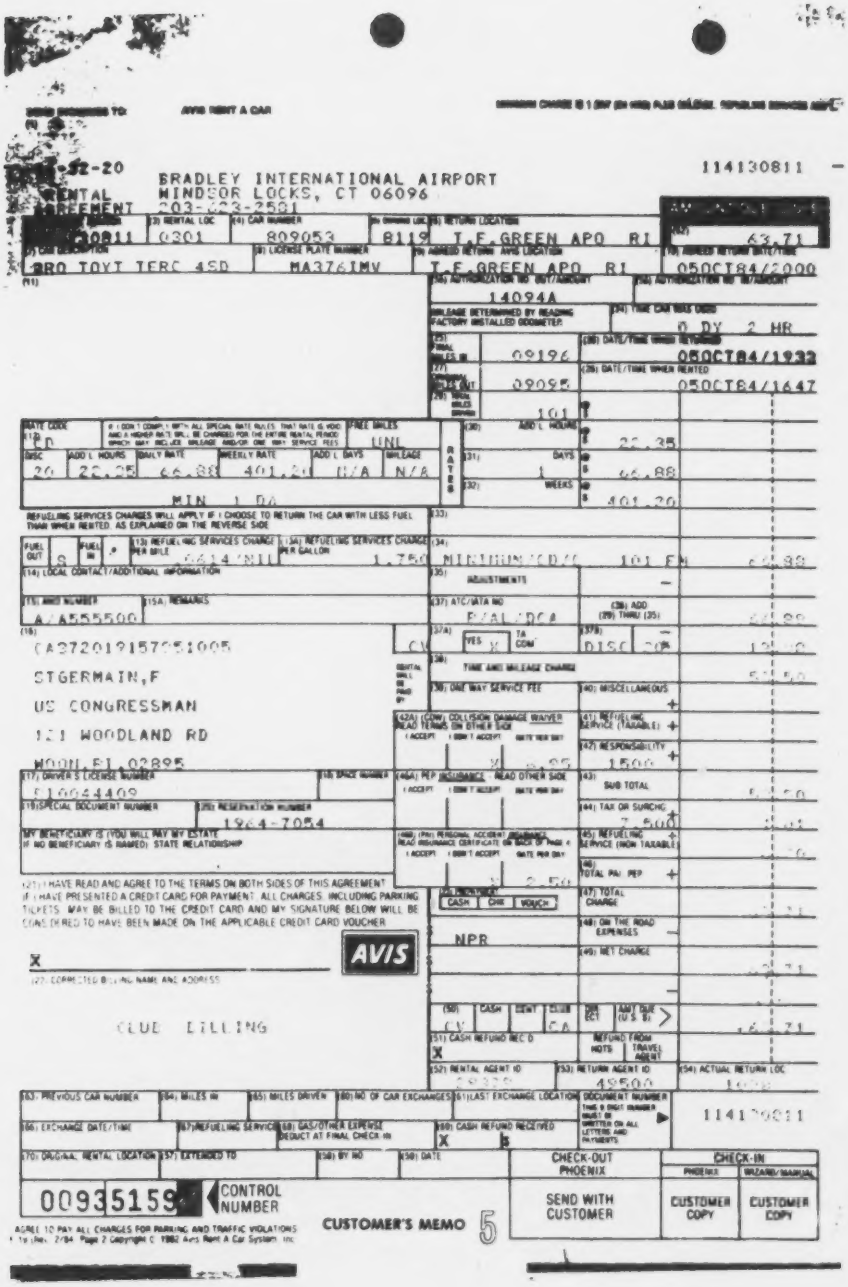
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the order therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

October 17, 1984 (Date)

Fernand J. St Germain (Member's signature)

ORIGINAL—To Finance Office

GPO : 1984 - 32-596



AVIS RENT A CAR

114130811

BRADLEY INTERNATIONAL AIRPORT
WINDSOR LOCKS, CT 06096
203-623-2581

RENTAL AGREEMENT

0811 | 0301 | 809053 | B119 T.F.GREEN APO RI | 63.71

2RO TOYT TERC 4SD | MA376IMV | T.F.GREEN APO RI | 050CT84/2000

14094A

0 DY 2 HR

09196 | 050CT84/1933

09095 | 050CT84/1647

101

RATE CODE: CD | IF I DON'T COMPLY WITH ALL SPECIAL RATE RULES THAT RATE IS VOID AND A HIGHER RATE WILL BE CHARGED FOR THE ENTIRE RENTAL PERIOD WHICH MAY INCLUDE MILEAGE AND/OR ONE WAY SERVICE FEES | FREE MILES: UNL

DISC: 20 | ADD'L HOURS: 25.35 | DAILY RATE: 66.88 | WEEKLY RATE: 401.28 | ADD'L DAYS: N/A | MILEAGE: N/A

RATES: ADD'L HOURS 25.35 | (31) DAYS 1 @ 66.88 | (32) WEEKS @ 401.28

MIN 1 DA

REFUELING SERVICES CHARGES WILL APPLY IF I CHOOSE TO RETURN THE CAR WITH LESS FUEL THAN WHEN RENTED, AS EXPLAINED ON THE REVERSE SIDE

FUEL OUT: S | FUEL IN: F | (33a) REFUELING SERVICES CHARGE PER BILL: 6614/NIL | (33b) REFUELING SERVICES CHARGE PER GALLON: 1.750 | (34) MINIMUM CD/CC 101 FM

(14) LOCAL CONTACT/ADDITIONAL INFORMATION

(35) ADJUSTMENTS

(15) AMS NUMBER: A/A555500 | (15A) REMARKS

(37) ATC/ATA NO: P/AL/DCA | (38) ADD (29) THRU (35)

(16) CA2720191507S1005

STGERMAIN,F

US CONGRESSMAN

121 WOODLAND RD

MOON FL 02895

CV | (37A) YES X TA COM | (37B) DISC 20%

(39) TIME AND MILEAGE CHARGE

(39) ONE WAY SERVICE FEE | (40) MISCELLANEOUS

(42A) (CDW) COLLISION DAMAGE WAIVER (READ TERMS ON OTHER SIDE): (I ACCEPT) (I DON'T ACCEPT) X | DAILY RATE 6.95

(41) REFUELING SERVICE (TAXABLE)

(42) RESPONSIBILITY 15.00

(17) DRIVER'S LICENSE NUMBER: F10044409 | (18) SPACE NUMBER

(44A) PEP INSURANCE (READ OTHER SIDE): (I ACCEPT) (I DON'T ACCEPT) | DAILY RATE

(43) SUB TOTAL

(19) SPECIAL DOCUMENT NUMBER | (20) RESERVATION NUMBER: 1964-7054

(44) TAX OR SURCHG

MY BENEFICIARY IS (YOU WILL PAY MY ESTATE IF NO BENEFICIARY IS NAMED): STATE RELATIONSHIP

(44B) (PAI) PERSONAL ACCIDENT INSURANCE (READ INSURANCE CERTIFICATE ON BACK OF THIS A): (I ACCEPT) (I DON'T ACCEPT) X | DAILY RATE 2.50

(45) REFUELING SERVICE (NON TAXABLE)

(46) TOTAL PAI PEP

(21) I HAVE READ AND AGREE TO THE TERMS ON BOTH SIDES OF THIS AGREEMENT. IF I HAVE PRESENTED A CREDIT CARD FOR PAYMENT, ALL CHARGES, INCLUDING PARKING TICKETS, MAY BE BILLED TO THE CREDIT CARD AND MY SIGNATURE BELOW WILL BE CONSIDERED TO HAVE BEEN MADE ON THE APPLICABLE CREDIT CARD VOUCHER.

(46) PAY METHOD: CASH | CHK | VOUCH

(47) TOTAL CHARGE

NPR

(48) ON THE ROAD EXPENSES

X

(49) NET CHARGE

(27) CORRECTED BILLING NAME AND ADDRESS

CLUE BILLING

(50) CASH | CHK | CR CRT | DIR BILL | ADD'L DUE (U.S. $)

(51) CASH REFUND REC'D | REFUND FROM HOTS | TRAVEL AGENT

(52) RENTAL AGENT ID | (53) RETURN AGENT ID: 45500 | (54) ACTUAL RETURN LOC

(63) PREVIOUS CAR NUMBER | (64) MILES IN | (65) MILES DRIVEN | (66) NO OF CAR EXCHANGES | (67) LAST EXCHANGE LOCATION | DOCUMENT NUMBER (THIS 8 DIGIT NUMBER MUST BE WRITTEN ON ALL LETTERS AND PAYMENTS): 114130811

(66) EXCHANGE DATE/TIME | (67) REFUELING SERVICE | (68) GAS/OTHER EXPENSE DEDUCT AT FINAL CHECK-IN | (69) CASH REFUND RECEIVED: X $

(70) ORIGINAL RENTAL LOCATION | (57) EXTENDED TO | (58) BY WHO | (59) DATE

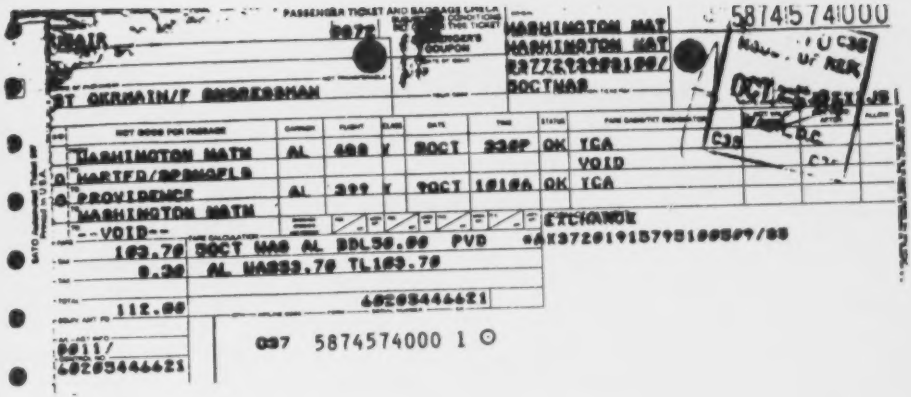
CHECK-OUT PHOENIX | CHECK-IN PHOENIX | CHECK-IN WIZARD/MANUAL

00935159 CONTROL NUMBER

CUSTOMER'S MEMO 5

SEND WITH CUSTOMER | CUSTOMER COPY | CUSTOMER COPY

AGREE TO PAY ALL CHARGES FOR PARKING AND TRAFFIC VIOLATIONS
+ 1a (Rev. 2/84 Page 2 Copyright © 1982 Avis Rent A Car System Inc



PASSENGER TICKET AND BAGGAGE CHECK

5874574000

WASHINGTON NAT
WASHINGTON NAT
RRZZRRRRR1RR/
DOCTWAS

ST GERMAIN/F SHOREHAM

NOT GOOD FOR PASSAGE	CARRIER	FLIGHT	CLASS	DATE	TIME	STATUS	FARE BASIS/TKT DESIGNATOR
WASHINGTON NATN	AL	498	Y	30CT	336P	OK	YCA
HARTFD/SPRNGFLD							VOID
PROVIDENCE	AL	399	Y	90CT	1010A	OK	YCA
WASHINGTON NATN							

--VOID--

EXCHANGE

103.70 90CT WAS AL BDL50.00 PVD *AX372019157951000599/85
9.30 AL WAS53.70 TL103.70
112.00 60205444421

0011/
60205444421

037 5874574000 1 ⊙

Initiating Office
Voucher Number
614823

UNITED STATES HOUSE OF REPRESENTATIVES
VOUCHER

(Please Use Typewriter or Ballpoint Pen)

RECEIVED
1984 NOV -2 AM 8 41

RI State — First District — HON. Fernand J. St Germain, M.C.

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Serial Number, Price, if Applicable)	
10 11 84 (Mo.) (Day) (Yr.) TO 10 17 84 (Mo.) (Day) (Yr.)	F.J. St Germain 2108 Rayburn Building Washington, D.C. 20515 0 196.10 00 S.S.N. OF STAFF EMPLOYEE	Washington, D.C. to Woonsocket via Providence, roundtrip airfare and mileage (60 miles) PAYEE'S INVOICE NUMBER 614823	AMOUNT $ 152.40
9 19 84 (Mo.) (Day) (Yr.) 10 18 84 (Mo.) (Day) (Yr.)	New England Telephone P.O. Box 968 Providence, RI02901 S.S.N. OF STAFF EMPLOYEE	Newport District Office Monthly New England Telephone 25.63 (11) AT &T Info Services 5.36 (81) AT & T Communications .55 (82) PAYEE'S INVOICE NUMBER 401-272-7888	AMOUNT $ 31.54
12 17 84 (Mo.) (Day) (Yr.) TO 12 17 85 (Mo.) (Day) (Yr.)	Warren Times-Gazette P.O. Box 50 Warren, RI 02885 S.S.N. OF STAFF EMPLOYEE	one year subscription renewal PAYEE'S INVOICE NUMBER	AMOUNT $ 15.00
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 198.94

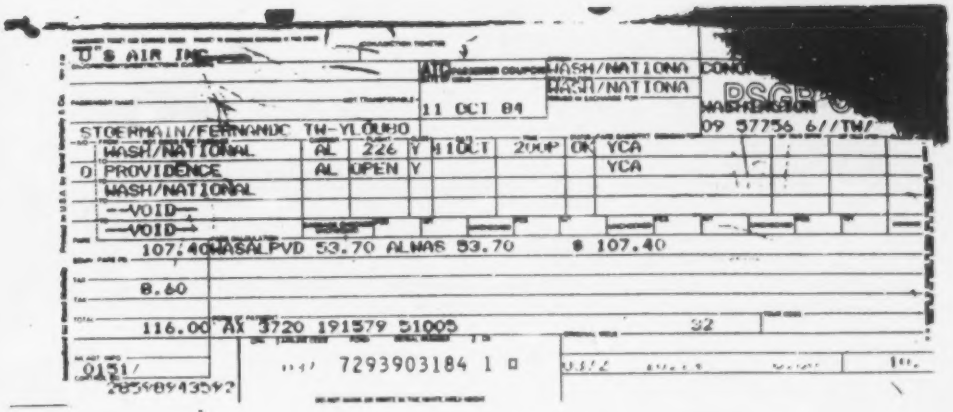
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

November 1, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596


U'S AIR INC
WASH/NATIONA
WASH/NATIONA
11 OCT 84
STOERMAIN/FERNANDC TH-YLQUHO
09 57756 6//TW/
WASH/NATIONAL AL 226 Y 11OCT 200P OK YCA
PROVIDENCE AL OPEN Y YCA
WASH/NATIONAL
--VOID--
--VOID--
107.40 WASALPVD 53.70 ALWAS 53.70 $ 107.40
8.60
116.00 AX 3720 191579 51005
7293903184 1

New England Telephone

481 272-7888 609 005 S99 OCT 18, 1984 PAGE 1

SUMMARY OF CHARGES

TOTAL AMOUNT OF PREVIOUS BILL	34.26
PAYMENTS APPLIED	34.26CR
OUTSTANDING BALANCE	.00
CURRENT CHARGES	25.63
NEW ENGLAND TELEPHONE--SEE DETAIL ON PAGE 2	5.36
AT&T INFORMATION SYSTEMS--SEE DETAIL ON PAGE 3	.55
AT&T COMMUNICATIONS--SEE DETAIL ON PAGE 4	
TOTAL CURRENT CHARGES--PAYMENT DUE BY NOV 9	31.54

0116 H TOTAL AMOUNT DUE 31.54

[redacted] Voucher Number
614826

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

R.I. State — First District

HON. Fernand J. St Germain, **M.C.**

DATE(S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
10 (Mo.) 25 (Day) 84 (Yr.) TO (Mo.) (Day) (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Washington to Woonsocket via Providence, one way airfare 50.00 mileage (30 miles)	[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S VOUCHER NUMBER: 614826	$ 76.20
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S VOUCHER NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S VOUCHER NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
S.S.N. OF STAFF EMPLOYEE		PAYEE'S VOUCHER NUMBER	AMOUNT $

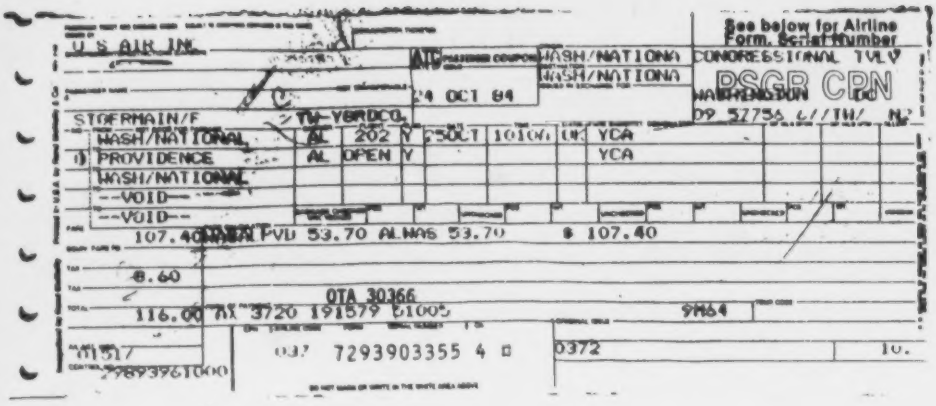
GRAND TOTAL $76.20

I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or services were performed as stated, (2) that they are in accordance with the orders therefor, (3) that the prices claimed are just, reasonable, and in accordance with agreement, and (4) that they are for use in or by my office in the discharge of my duties.

December 12, 1984
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office


See below for Airline Form, Serial Number
U S AIR INC
ATC
WASH/NATIONA
WASH/NATIONA
CONGRESSIONAL TVLY
24 OCT 84
PSGR CPN
STOFRMAIN/F
YW YBRDCO
WASH/NATIONAL AL 202 Y 25OCT 1010A YCA
PROVIDENCE AL OPEN Y YCA
WASH/NATIONAL
--VOID--
--VOID--
107.40 PVD 53.70 ALWAS 53.70 $ 107.40
8.60
OTA 30366
116.00 AX 3720 191579 01005 9M64
0372
037 7293903355 4

[redacted] VOUCHER (Use Typewriter or Ballpoint Pen)

RECEIVED JAN 11 AM 8 56

ON. Fernand J. St Germain M.C.

DATES OF SERVICE	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, if Applicable)	AMOUNT
1 (Mo.) 28 (Day) 85 (Yr.) TO 1 (Mo.) 27 (Day) 86 (Yr.)	The Providence Journal-Bulletin 75 Fountain Street Providence, RI 02902	1 year subscription renewal Journal and Sunday	$ 135.20
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	
		ATTACHMENT	
1 (Mo.) 3 (Day) 85 (Yr.) TO 1 (Mo.) 4 (Day) 85 (Yr.)	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Woonsocket, RI to Washington, D.C and return via Boston and Prpvidence airfare 173.00 mileage by auto (60 miles) ~~36.40~~ 12.00	[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT
		614834	~~$ 209.40~~ 185
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT
			$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT
			$
(Mo.) (Day) (Yr.) TO (Mo.) (Day) (Yr.)			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT
			$

GRAND TOTAL ~~$209.60~~ 320

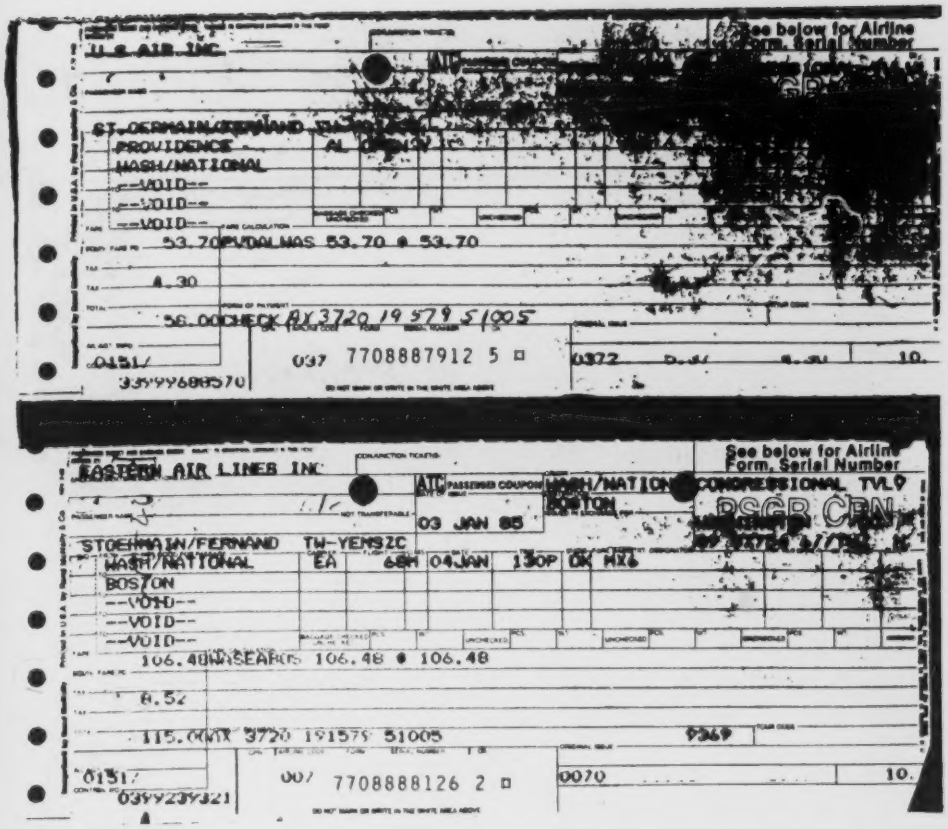
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable, and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

January 8, 1985
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-598



U S AIR INC

See below for Airline Form, Serial Number

ST.GERMAIN/FERNAND
PROVIDENCE
WASH/NATIONAL
--VOID--
--VOID--
--VOID--

53.70PVDALWAS 53.70 # 53.70

4.30

56.00CHECK AX3720 19579 51005

0131/
3599968570

037 7708887912 5

0322 10.

EASTERN AIR LINES INC

See below for Airline Form, Serial Number

CONGRESSIONAL TVL9

03 JAN 85

WASH/NATION
BOSTON

STOEHMAIN/FERNAND TW-YEMSZC
WASH/NATIONAL EA 68M 04JAN 130P OK MX6
BOSTON
--VOID--
--VOID--
--VOID--

106.48WASEAPVD 106.48 # 106.48

8.52

115.00MX 3720 19157 51005

9369

0131/
0399239321

007 7708888126 2

0070 10.

Initiating Office
Voucher Number
614865

UNITED STATES HOUSE OF REPRESENTATIVES

VOUCHER

(Please Use Typewriter or Ballpoint Pen)

RECEIVED
1985 JAN 25 PM 3 10

HON. Fernand J. St Germain **M.C.**

RI State — First District

DATE (S) OF SERVICES	PAYEE (Name, Address and Zip Code)	DESCRIPTION OF ARTICLES OR SERVICES (Include Quantity and Unit Price, If Applicable)	
1 (Mo.) 1 (Day) 85 (Yr.) TO 12 (Mo.) 31 (Day) 85 (Yr.)	U.S. Congressional Travel & Tourism Caucus H2-246 Washington, D.C. 20515	MEMBERSHIP DUES, 1985 Annual Assessment	[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $ 200.00
1 (Mo.) 21 (Day) 85 (Yr.) TO	Fernand J. St Germain 2108 Rayburn Building Washington, D.C. 20515	Washington, D.C. to Woonsocket, RI via Providence, RI Mileage (30 miles) x .30 airfare 58.00	[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER 614865	AMOUNT $ 64.00
(Mo.) (Day) (Yr.) TO			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $
(Mo.) (Day) (Yr.) TO			[redacted]
	S.S.N. OF STAFF EMPLOYEE	PAYEE'S INVOICE NUMBER	AMOUNT $

GRAND TOTAL $ 264.00

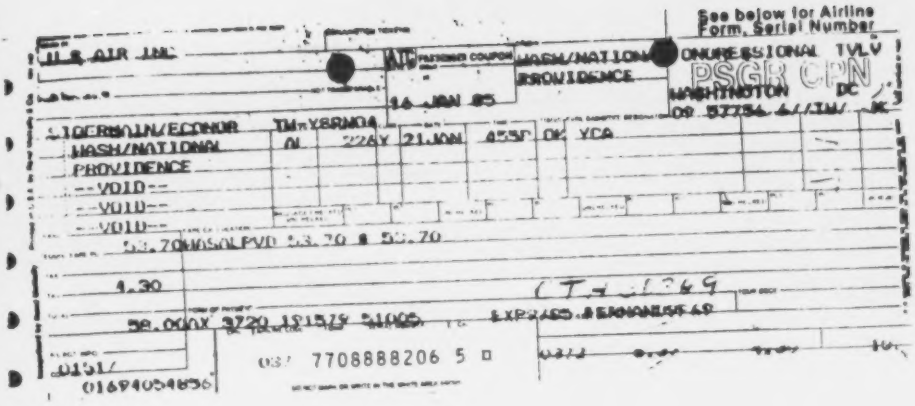
I CERTIFY (1) that the above articles have been received in good condition and are of the quality and in the quantity above specified, or the services were performed as stated; (2) that they are in accordance with the orders therefor; (3) that the prices charged are just, reasonable and in accordance with agreement; and (4) that they are for use in or by my office in the discharge of my duties.

January 25, 1985
(Date)

Fernand J. St Germain
(Member's signature)

ORIGINAL—To Finance Office

☆GPO : 1984 - 32-596


See below for Airline Form, Serial Number
U.S. AIR INC
WASH/NATIONL
PROVIDENCE
16 JAN 85
ONLINE/REGIONAL TVLV
PSGR CPN
WASHINGTON DC
09 57734 4//IW/ JK
1DCRBN1IN/ECONOR
WASH/NATIONAL
PROVIDENCE
--VOID--
--VOID--
--VOID--
21JAN
455P
OK YCA
4.30
CT 1349
0151/
0169405485
7708888206 5

APPENDIX B

ROUTING AND TRANSMITTAL SLIP

Date 8-14-84

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. Lunde		
2.		
3.		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
William J. Schilling	Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

* GPO : 1982 O - 361-529 (220)

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

1943 Florida Federal + First Mutual
8/24/84 conference call: Julie Gould
afternoon Laura Patriarca
Mark
Myself

Julie Gould advised that St. Germain had been calling the Chairman regarding this case. Laura said that she'd assign the case to someone else (previously Greg Smith) and to give them 4 weeks (to 9/21/84).

Federal Home Loan Bank Board

To: Eric Hemel

From: Julia Gould

Date: July 11, 1984

Attached is the Florida Fed summary deal.

Any problems?

cc: Shannon Fairbanks

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Item 1. Summary of Proposed Transaction

Application is hereby made by Florida Federal Savings and Loan Association, St. Petersburg, Florida ("Florida Federal") and its wholly-owned first tier subsidiary, Gulf Coast Services of St. Petersburg, Inc., for permission to acquire control of First Mutual Savings Association of Florida, a Stock Corporation, Pensacola, Florida ("First Mutual"). It is contemplated that such acquisition of control will be effected through one or both of a merger and an option, but may also include open market and/or privately negotiated purchases. The purpose of such purchases would be to acquire shares to vote in favor of the merger. The control position so acquired may relate to any portion, up to 100%, of the stock of First Mutual.

Attached as exhibits hereto are copies of the Agreement and Plan of Merger dated April 16, 1984, and an Option Agreement of even date, both as executed by Florida Federal and First Mutual, which provide, respectively, for the acquisition of all and 455,000 shares of the common stock of First Mutual. The appropriate resolutions of the Boards of Directors of both Associations in support of the Agreement and Plan of Merger, the Option Agreement, and as to Florida Federal, this application, are also attached.

In accordance with the aforementioned Agreement and Plan of Merger dated April 16, 1984 (the "Merger Agreement"), Florida Federal is to acquire indirectly all of the outstanding stock of First Mutual in a reverse merger for $38.00 cash. Florida Federal has established Gulf Coast Services of St. Petersburg, Inc. ("Gulf Coast") for the sole purpose of forming, in accordance with the Merger Agreement, an interim federal association. The interim federal association so formed will merge into First Mutual, with First Mutual as the resulting association, thereby effecting the acquisition. An application for Federal Home Loan Bank Board approval of such merger is being filed concurrent with this application. As a result of the foregoing transactions, First Mutual will become a wholly-owned subsidiary of Gulf Coast which in turn is a wholly-owned service corporation subsidiary of Florida Federal.

The Option Agreement relates to a total of 455,000 authorized but unissued shares of First Mutual, which would represent 29.88% of the outstanding stock

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

of First Mutual on a pro-forma basis giving effect to the issuance by First Mutual of the shares upon exercise of the option. The exercise of this option is subject to the condition, as described with particularity in the Option Agreement, that there be a competing takeover proposal for First Mutual. The price per share to be paid to First Mutual under the Option Agreement is $33.00, the opening market price for First Mutual stock on the date of the Option Agreement. The exercise of the option under the Option Agreement would be made by Gulf Coast following an assignment by Florida Federal of its rights thereunder.

Following any acquisition, First Mutual will retain its separate legal existence and identity, including its separate Board of Directors and officers. In addition, First Mutual will continue its organization as a state-chartered capital stock savings association; however, the operations of First Mutual subsequent to the acquisition through the Merger Agreement will be limited to those permissible for federal associations for so long as Florida Federal remains a federally chartered association.

Except as mentioned in the Merger Agreement and exhibits thereto, no promises or commitments, written or verbal, have been made to any officer or member of the Board of Directors of First Mutual.

Application is also hereby made by Gulf Coast pursuant to Section 545.74(c) of the Federal Regulations for approval of the investment in the shares of First Mutual which will result when the acquisition of control of First Mutual is consummated. Gulf Coast is a newly-formed presently inactive Florida corporation and was formed solely for the purposes of the transactions which are the subject of this application. Section 545.74(c) provides that such approval may be granted upon a finding that the ownership and operation of First Mutual is "reasonably related to the activities of federal associations." Florida Federal submits that the ownership, operation and control of First Mutual through Gulf Coast is reasonably related to the activities of federal associations due to the near identity of the activities engaged in by both.

Source: Application H-(e)1
Florida FS+LA
Gulf Coast Services C
St Petersburg Inc

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Federal Home Loan Bank Board **Memo**

OFFICE OF EXAMINATIONS AND SUPERVISION

INTER-OFFICE COMMUNICATION

FROM Mark Rundle
Assistant Director

DATE July 13, 1984

TO Julie Williams
Associate General Counsel
Corporate and Securities Division, OGC

SUBJECT Application H-(e)1:
Florida FS&LA
St. Petersburg, FL
FHLBB No. 1943
and
Gulf Coast Services of
St. Petersburg, Inc.
St. Petersburg, FL
FHLBB No. H-710
to acquire
First Mutual SA of Florida
Pensacola, FL
FHLBB No. 2347

We are transmitting herewith the subject application as well as additional information submitted by the applicants dated June 29, 1984, in response to the Supervisory Agent's request of June 8, 1984. The staff review at the Federal Home Loan Bank of Atlanta has not yet been completed. However, because the Chairman's office has expressed interest in this application, we request your concurrent review and legal opinion of the proposed transaction.

Mark Rundle
Assistant Director

Attachments
BRT:ald

DOCKETS
RECORD COPY

ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

Florida Federal

Executive Office
One Fourth Street North
Post Office Box 1509
St. Petersburg, Florida 33731
Telephone (813) 893-1431

Raleigh W. Greene, III
President

June 29, 1984

Mr. Park T. Zimmerman, Supervisory Agent
Federal Home Loan Bank Board
260 Peachtree Street NW
Peachtree Center Station
P.O. Box 56527
Atlanta, GA 30343

Re: Application H-(e)1
Florida Federal Savings and Loan
Association ("Applicant")
St. Petersburg, Florida FHLBB No. 1943
and
Gulf Coast Services of St. Petersburg, Inc.,
St. Petersburg, Florida FHLBB No. H-710
to acquire
First Mutual Savings Association of Florida
("First Mutual")
Pensacola, Florida FHLBB No. 2347

Dear Mr. Zimmerman:

As requested in your letter request of June 8, 1984, for additional information on subject application, the following is forwarded herewith. Item 2(e) is an attachment to this letter.

In connection with the enclosed additional information requested, Florida Federal would appreciate the Bank Board's confidential treatment of the responses to Items 5(a), 5(b) and 12 which are separately bound and labeled confidential. Florida Federal's reasons for requesting such confidential treatment lie in the sensitive nature of this information and in its desire to maintain such information in confidence from its competitors who do not publicly disclose similar information. It has not been the policy of Florida Federal to publicly disclose financial projections and business plans, since they are necessarily subject to change particularly over a three-year period and to do so as to First Mutual would be inconsistent with this policy. The detailed information requested reflects the plans and strategies in managing liabilities, pricing, liquidity and management of operations. Florida Federal desires that the information contained in the responses to such items not be available to its competitors who could utilize same for unfair advantage. There is also the concern that certain of the information contained in the responses to these inquiries might be utilized by third parties out of proper context. We will

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

appreciate your consideration of our request for confidentiality in this matter. Please advise the undersigned of your decision on this request.

Please advise if you need any other information or if we can be of further assistance.

Sincerely,

Raleigh W. Greene, III

RWG,III/bll

Enclosures

cc: Deputy Director of the Office of
Examination and Supervision
Federal Home Loan Bank Board
17th and G Streets, N.W.
Washington, DC 20552

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Item 2(e)

In addition to the unsuccessful acquisition of First Florida Savings included with our original submission to the Bank Board, Florida Federal has acquired four institutions within the last five years. The Federal Home Loan Bank Board was the agency involved in each acquisition.

Name	Merger Agreement Date	Date Filed	Bank Board Resolution # Date	Merger Effective Date
1. University FS&LA 2511 Ponce de Leon Blvd. Coral Gables, FL 33134	07/29/80	NA	80-482 07/31/80	08/01/80

The merger between Florida Federal and University Federal was instituted for supervisory reasons. At the time of merger, University Federal operated five offices within Dade County; Florida Federal did not have any offices within Dade County.

2. Gulf FS&LA 2301 McGregor Blvd. Ft. Myers, FL 33901	06/10/81	06/19/81	81-488 08/21/81	09/01/81

At the time of merger, Gulf Federal maintained five offices in Lee County and two offices in Collier County; Florida Federal operated two offices within Lee County.

3. Indian River FS&LA 2045 14th Ave. Vero Beach, FL 32960	12/10/81	12/17/81	82-64 01/29/82	03/01/82

At the time of merger, Indian River Federal had offices established in three counties, Indian River (6), Brevard (6) and St. Lucie (1); Florida Federal had no offices operating within any of these three counties.

4. Everglades FS&LA 125 N. Main Belle Glade, FL 33430	03/10/82	04/08/82	82-4-169* 04/30/82	06/01/82

* Letter of Delegated Authority

At the time of merger, Everglades Federal operated four offices in Palm Beach County and one office in Hendry County; Florida Federal had no offices within either county.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

2/4/85

I was told last ween by Raleigh Green"s secy that the holding company was never formed and the persacola merger was dropped.

HBT

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Florida Federal

Executive Office
One Fourth Street North
Post Office Box 1509
St. Petersburg, Florida 33731
Telephone (813) 893-1223

Raleigh W. Greene
Chairman and Chief Executive Officer

November 28, 1984

Mr. Mark Rundle
Assistant Director
Office of Examinations and Supervision
Federal Home Loan Bank Board
1700 G. Street, N.W.
Washington, D.C. 20552

Re: Application to Acquire Controlling Interest in
First Mutual Savings Association of Florida

Dear Mr. Rundle:

By resolution dated October 12, 1984, as subsequently amended, the Federal Home Loan Bank Board conditionally approved Florida Federal's application to acquire controlling interest in First Mutual Savings Association of Florida pursuant to the April 16, 1984 Agreement and Plan of Merger between the parties.

On November 20, 1984 Florida Federal's Board of Directors, by unanimous vote, decided pursuant to the terms of such merger agreement to terminate said agreement.

By this letter Florida Federal is providing formal notice of this action. I personally offer my sincere thanks to you and your staff for the timely efforts in behalf of this endeavor.

Cordially,

RALEIGH W. GREENE

RWG:br

MAR 07 1985

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Taken off any public info. No! AH

Mark Rundle, Assistant Director for Regional Operations

Park T. Zimmerman, Supervisory Agent

October 23, 1984

Florida Federal Savings and Loan Association
St. Petersburg, Florida FHLBB No. 1943
acquisition of
First Mutual Savings Association
Pensacola, Florida FHLBB No. 2347

In conversations with President Greene at Florida Federal, he indicated that his internal calculation would support the investment in the service corporation needed to purchase First Mutual. In reviewing updated financial information on Florida Federal it appears that Florida Federal has the leeway to accomplish the transaction. Present financial data show an authorized investment level of $237 million pursuant to §545.74(d) with $154 million used up including the minimum funds needed to purchase First Mutual. Regardless, it is our understanding based on General Counsel Raiden's October 5, 1984, (copy attached) memo that there remains an unresolved long standing policy issue of a Federally-chartered institution operating a state-chartered association. This policy issue should be resolved at the Bank Board level.

Original signed by
PARK T. ZIMMERMAN

cc: Heath

FCT/jc
#06

Copies Fw'd LR. OFF.
Date
By

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

LAW OFFICES OF
DECHERT PRICE & RHOADS
1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006
(202) 783-0200

3400 CENTRE SQUARE WEST
1500 MARKET STREET
PHILADELPHIA, PA 19102
(215) 972-3400

39 SQUARE DE MEEUS, BTE 1
1040 BRUSSELS, BELGIUM
(02) 511 60 40

93 BEDFORD SQUARE
LONDON WC1B 3EX, ENGLAND
01-631-3393

477 MADISON AVENUE
NEW YORK, NY 10022
(212) 308-4400

600 NORTH THIRD STREET
HARRISBURG, PA 17102
(717) 233-7947

ARTHUR W. LEIBOLD, JR.

October 16, 1984

Secretary
Federal Home Loan Bank Board
1700 G Street, N.W.
Washington, D.C. 20552

Dear Mr. Secretary:

Enclosed for filing are an original and seven (7) copies of a Request for Hearing regarding Federal Home Loan Bank Board Resolution No. 84-568. The request concerns an appeal of certain conditions imposed by the Bank Board on Florida Federal Savings and Loan Association and on Gulf Coast Services of St. Petersburg, Inc. regarding their application to acquire First Mutual Savings Association of Florida.

If there are any questions concerning this application, please contact me or Mike Seabolt at 783-0200.

Sincerely,

Arthur W. Leibold, Jr.

AWL:kjs
Enclosures

F Reg. Dir.
Copies Fw'd. Br. Off.
S. A.
10-26-84
By

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

BEFORE THE
FEDERAL HOME LOAN BANK BOARD

IN THE MATTER)
OF THE HOLDING)
COMPANY APPLICATION)
OF FLORIDA FEDERAL)
SAVINGS AND LOAN)
ASSOCIATION AND GULF)
COAST SERVICES OF)
ST. PETERSBURG, INC.)

Request for a Hearing
Regarding Federal Home Loan
Bank Board Resolution No. 84-568

Pursuant to section 585.2 of the Regulations for Savings and Loan Holding Companies ("Holding Company Regulations") (12 C.F.R. § 585.2), Florida Federal Savings and Loan Association ("Florida Federal") and Gulf Coast Services of St. Petersburg, Inc. ("Gulf Coast") hereby request a hearing before the Federal Home Loan Bank Board ("FHLBB") in order to appeal certain of the conditions imposed by Federal Home Loan Bank Board Resolution No. 84-568, dated October 12, 1984.

Resolution No. 84-568 contains the FHLBB's conditional approval of the application of Florida Federal and Gulf Coast, pursuant to section 408(e) of the National Housing Act, as amended, and section 584.4 of the Holding Company Regulations, to acquire First Mutual Savings Association of Florida ("First Mutual").

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Florida Federal and Gulf Coast hereby appeal the imposition of the conditions contained in Resolution No. 84-568 and request a hearing before the FHLBB to consider the deletion and modification of the conditions.

If requested by the FHLBB, Florida Federal and Gulf Coast, prior to the hearing, will submit a brief explaining why certain of the conditions are unfair or unnecessary and the manner in which certain of the conditions should be modified.

Respectfully submitted,

DECHERT PRICE & RHOADS
1730 Pennsylvania Ave., N.W.
Suite 1100
Washington, D.C. 20006

GREENE & MASTRY, P.A.
Florida Federal Tower
One Fourth Street
Suite 1500
P.O. Box 3542
St. Petersburg, FL 33731

Counsel for Florida Federal
Savings and Loan Association
and Gulf Coast Services of
St. Petersburg, Inc.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

FEDERAL HOME LOAN BANK BOARD

No. 84-568

Date: October 12, 1984

WHEREAS, Florida Federal Savings and Loan Association, St. Petersburg, Florida ("Florida Federal"), and its wholly-owned subsidiary, Gulf Coast Services of St. Petersburg, Inc., St. Petersburg, Florida ("Gulf Coast") have applied to the Federal Savings and Loan Insurance Corporation ("Corporation") pursuant to Section 408(e) of the National Housing Act, as amended, and Section 584.4 of the Regulations for Savings and Loan Holding Companies for prior written approval to acquire First Mutual Savings Association of Florida, Pensacola, Florida ("First Mutual"), a state chartered, stock association; and

WHEREAS, the Federal Home Loan Bank Board ("Board") pursuant to Board Resolution No. 84-567 adopted today, has conditionally approved the application for permission to organize and petition for charter for Florida Interim Federal Savings and Loan Association, St. Petersburg, Florida ("Florida Interim"); and

WHEREAS, the Board has considered the application of Florida Federal and Gulf Coast and related material, including a proposed Agreement and Plan of Merger to effect the merger between Florida Interim and First Mutual; and

WHEREAS, the Board, as the operating head of the Corporation, after considering the material in the application and other material available to it, has determined that, provided there is compliance with the conditions hereinafter set forth, the proposed transactions comport with the statutory and regulatory requirements for approval, including the requirements of the Community Reinvestment Act of 1977;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the merger of Florida Interim and First Mutual, under the name and charter of the latter is approved provided that the following conditions are complied with in a manner satisfactory to the Board's Supervisory Agent at the Federal Home Loan Bank of Atlanta ("Supervisory Agent"):

1. That the organization of Florida Interim is completed pursuant to Section 543.6 of the Federal Regulations;

2. After the completion of the organization of Florida Interim, the board of directors of Florida Interim and First Mutual ratify the Agreement and Plan of Merger;

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

3. That the proposed merger is effective within 60 calendar days of the date of this Resolution, unless an extension of time is granted for good cause by the Supervisory Agent;

4. That, not later than thirty days from the date of consummation of the merger, the resulting association shall submit a certification by local counsel stating the effective date of the merger and that the merger has been consummated in accordance with the Agreement and Plan of Merger.

RESOLVED FURTHER, that the acquisition of First Mutual by Florida Federal and Gulf Coast is approved provided the following conditions are complied with in a manner satisfactory to the Supervisory Agent:

1. The proposed acquisition is consummated in accordance with the Agreement and Plan of Merger within 120 days after the date of this Resolution, unless an extension of time is granted for good cause by the Supervisory Agent;

2. No later than thirty days from the date of consummation of the acquisition, Florida Federal and Gulf Coast shall file with the Supervisory Agent a certification by local counsel stating the effective date of the acquisition and that the acquisition has been consummated in accordance with the provisions of all applicable laws and regulations, the subject application, and this Resolution, and specifying the exact number of shares of stock of First Mutual acquired and outstanding;

3. No earlier than ten days prior to the consummation of acquisition, the president of Florida Federal shall certify to the Supervisory Agent that no material adverse change has occurred with respect to the condition of Florida Federal, Gulf Coast and First Mutual, subsequent to the date of this Resolution but prior to the date of consummation of the acquisition;

4. On the date that the proposed acquisition is consummated and at each annual closing date thereafter for as long as Florida Federal and Gulf Coast control First Mutual, the consolidated regulatory net worth of Florida Federal and First Mutual shall be maintained at the greater of: (1) three percent of total liabilities (excluding from liabilities subordinated debt which qualifies as regulatory net worth), or (2) a level consistent with that required by Section 563.13(b) of the Rules and Regulations for Insurance of Accounts ("Insurance Regulations"), as now or hereafter in effect, for institutions insured for 20 years or longer,

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

and where necessary, to infuse sufficient additional equity capital, in a form satisfactory to the Supervisory Agent, to effect compliance with such requirement;

5. Florida Federal and Gulf Coast shall stipulate that without the prior written approval of the Corporation, dividends paid to stockholders by First Mutual, Florida Federal and Gulf Coast, in any fiscal year shall be limited to 50 percent of net income as reflected on the quarterly reports to the Board for that fiscal year; provided that, any dividends permitted under this limitation may be deferred and paid in a subsequent year, but in no event may dividends be paid which would reduce the net worth of Florida Federal below the amount required by the immediately preceding Condition "4" of this Resolution, or which would reduce the net worth of First Mutual below the level required by Insurance Regulation 563.13(b) for institutions insured for 20 years or longer;

6. Florida Federal and Gulf Coast shall furnish analyses, accompanied by a concurring opinion (which indicates that the transaction was consummated in accordance with generally accepted accounting principles) from their independent accountant, satisfactory to the Supervisory Agent, which (a) specifically describe, as of the effective date of the acquisition, any intangible assets, including goodwill, or discount of assets arising from the acquisition to be recorded on their books, and (b) substantiate the reasonableness of amounts attributed to intangible assets, including goodwill, and the discount of assets and the related amortization periods and methods;

7. Florida Federal shall stipulate to the Corporation that as long as Florida Federal controls First Mutual, Florida Federal shall calculate its net worth requirement pursuant to Insurance Regulation 563.13(b) on a consolidated basis using the combined liabilities, including insured savings account balances, and scheduled items of both institutions;

8. Florida Federal and First Mutual shall continue to file separate financial statements with the Board and with the Federal Home Loan Bank of Atlanta, and in addition, Florida Federal shall file consolidated statements as of its annual closing dates;

9. Prior to the acquisition of First Mutual, Florida Federal must complete its conversion to a state-chartered institution;

10. Mr. E. W. Hopkins will not be compensated, either directly or indirectly, for the value of the salary continuation agreement dated December 28, 1982, and amended July 20, 1983;

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

11. Paragraph 5(b)(iii) of the proposed employment agreement with Mr. E. W. Hopkins shall be deleted and Paragraph 4 shall be amended to eliminate the mandatory 8% increase in compensation;

12. Florida Federal and Gulf Coast shall provide assurances that Mr. E.W. Hopkins or another competent individual will act as full-time managing officer of First Mutual;

13. Prior to consummation of the transaction, First Mutual must submit to the Supervisory Agent for prior approval, amended employment agreements and/or salary continuation agreements for Messrs. Laurence Scott and Oscar Tharp. Mr. Scott's agreement should be revised to delete the provision of the April 16, 1984, amendment which increased the amount of retirement benefits to $350,000. Mr. Tharp's employment contract should be amended to delete the April 16, 1984, amendment which provided that a change in control constituted a "termination other than for cause." The Supervisory Agent would not object to an amendment defining a termination other than for cause as a change in control followed by a significant reduction in duties or termination without cause.

14. Prior to consummation of the transaction, First Mutual must justify, to the satisfaction of the Supervisory Agent, the retirement benefits afforded to Mr. Vernon Hopkins given his short length of employment with United Financial Investments, a wholly-owned subsidiary of First Mutual.

15. Florida Federal shall justify, to the satisfaction of the Supervisory Agent, the establishment of an advisory Board of Directors consisting of former First Mutual directors.

16. Florida Federal shall justify, to the satisfaction of the Supervisory Agent, legal fees to be paid to the law firm of Greene and Mastry in connection with the merger and acquisition. Such justification shall specify, at a minimum, and on a daily basis, the time spent by, work performed, hourly rate, name, and experience of the attorneys performing the work.

17. Florida Federal and Gulf Coast shall furnish a revised tax opinion which will address the effect of the condition that Florida Federal must convert to a State-chartered institution prior to the acquisition;

18. Prior to the acquisition, Florida Federal and Gulf Coast shall execute and deliver to the Supervisory Agent the Stipulation and Undertaking statement in the form prescribed by the Board. (See Exhibit D.)

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

RESOLVED FURTHER, that it is hereby directed that the cessation of the membership of Florida Interim in the Federal Home Loan Bank of Atlanta be noted by reason of the merger of Florida Interim into First Mutual hereinbefore approved, effective as of the effective date of the merger;

RESOLVED FURTHER, that the charter of Florida Interim is hereby cancelled as of the effective date of the merger of said institution into First Mutual, or as of 60 days from the date of this Resolution if the merger has not been consummated.

By the Federal Home Loan Bank Board

John F. Ghizzoni
Assistant Secretary

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Mark Rundle, Assistant Director for Regional Operations

Park T. Zimmerman, Supervisory Agent

September 27, 1984

Application H-(e)1
Florida Federal Savings and Loan Association
St. Petersburg, Florida FHLBB No. 1943
to control
First Mutual Savings Association
Pensacola, Florida FHLBB No. 2347

Copies Fw'd ER. OFF.
Date 10-5-84
By

The office of the General Counsel has brought to our attention certain objectionable provisions of the employment contracts and salary continuation agreements with several senior officers of First Mutual. Our objections are as follows:

Laurence C. Scott, Executive Vice President

On April 16, 1984, the same day the acquisition by Florida Federal was signed, his salary continuation agreement was amended to increase total benefits from $250,000 over ten years to 350,000 over ten years. This amendment also effectively provides for early retirement by Mr. Scott as of the date of the acquisition. Inasmuch as Mr. Scott has been employed by First Mutual for 21 years, we have no objections to his early retirement but we believe the $100,000 increase in benefits is unreasonable since it is solely a result of the change in control.

Oscar M. Tharp, Executive Vice President

On the day the acquisition by Florida Federal signed, First Mutual amended Mr. Tharp's employment contract to provide that any change of control (including the purchase by Florida Federal) would constitute termination without cause entitling him to a lump sum payment of $170,000. It has come to our attention that Mr. Tharp is in fact looking for employment elsewhere. At a minimum, we believe his contract should be amended to provide that he only receives the lump sum payment in the event of a change of control and a significant reduction in duties or termination without cause. The provisions of the contract should also be amended to provide that a change in control does not constitute termination other than for cause.

Vernon M. Hopkins, President of Service Corporation

Vernon Hopkins, brother of President Hopkins, has been employed by the service corporation for only about one year. However, his employment continuation agreement provides for substantial retirement benefits of $500,000 over ten years. Further, Mr. Hopkins is eligible for retirement in just five years. We believe, at a minimum, that these benefits should be justified to our satisfaction.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

In conclusion, it is our position that the benefits discussed above are excessive and unreasonable in violation of §563.17(b) of the Insurance Regulations and constitute golden parachutes because of their relationship to a change in control. Accordingly, we hereby amend our recommendation for approval of the subject acquisition subject to the following additional conditions:

1. Prior to consummation of the transaction, First Mutual must submit to the Supervisory Agent for prior approval, amended employment agreements and/or salary continuation agreements for Messrs. Laurence Scott and Oscar Tharp. In order for the Supervisory Agent to approve the amended agreements, Mr. Scott's agreement should be revised to delete the provision of the April 16, 1984, amendment which increased the amount of retirement benefits to $350,000. Mr. Tharp's employment contract should be amended to delete the April 16, 1984, amendment which provided that a change in control constituted a "termination other than for cause." The Supervisory Agent would not object to an amendment defining a termination other than for cause as a change in control followed by a significant reduction in duties or termination without cause.

2. Prior to consummation of the transaction, First Mutual must justify to the satisfaction of the Supervisory Agent, the retirement benefits afforded to Mr. Vernon Hopkins given his short length of employment with United Financial Investments, Inc.

cc: Heath
Holding Co. File

FCT/jc
#06

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

J. Mark Rundle, Assistant Director for Regional Operations

Park T. Zimmerman, Supervisory Agent

August 10, 1984 (Amended September 20, 1934)

H-(e)1 Holding Company Application
Florida Federal Savings and Loan Association ("Florida Federal")
St. Petersburg, Florida FHLBB No. 1943
and
Gulf Coast Services of St. Petersburg, Inc. ("Gulf Coast")
St. Petersburg, Florida FHLBB No. H-710
to acquire
First Mutual Savings Association of Florida ("First Mutual")
Pensacola, Florida FHLBB No. 2347

Copies Fw'd BR, OFFi
Date 10-5-84
By VRL

Proposal

Florida Federal and its wholly-owned first tier subsidiary, Gulf Coast, have filed an application under Section 403(e)(1) of the National Housing Act and Section 584.4(b) of the Holding Company Regulations to acquire 100% of the outstanding common stock of First Mutual. The acquisition is to be accomplished through an option, open market purchases, a tender offer and a merger with an interim Federal association. The applicants will acquire all of First Mutual's 1,067,517 shares of stock through a $34 per share tender offer and merger. Further, in the event of a competing takeover proposal for First Mutual, First Mutual has granted an option to the applicants to purchase an additional 455,000 shares of authorized but unissued shares of stock for $33 per share. As previously noted, the option will only be exercised in the event of a competing takeover bid.

Gulf Coast will organize an interim Federal association which will be subsequently merged into First Mutual. First Mutual will retain its separate legal existence and identity including a separate board of directors and officers. Further, First Mutual will continue to operate as a state-chartered institution but the applicants propose to limit the activities of First Mutual to those permitted for Federal associations for so long as Florida Federal remains a Federally-chartered institution. Florida Federal's application to convert to a state-charter was approved on September 5, 1984. The State also approved the acquisition on July 27, 1984.

The application also includes the supporting applications to form the interim institution, a merger application, and an application pursuant to Section 545.74(c) of the Federal Regulations for approval for Gulf Coast to own and operate First Mutual.

Background Information

Florida Federal

Florida Federal was chartered as a Federal mutual institution on August 26, 1933, and received insurance of accounts on November 10, 1934. The association

NON-PUBLIC INFORMATION

GF-1115

converted to a stock form of ownership on May 26, 1983. During the most recent examination dated October 8, 1982, the association received a composite rating of "2C". All factors received "2" ratings with the exception of Operating Results and Wholly-Owned Service Corporations which received "C" ratings. Operations received its adverse rating due to the fact the association had operating losses of $12.7 million for the fiscal year ended June 30, 1982. The primary causes of the losses had been the prevailing high cost of money, a high level of operating expenses and an aggressive merger strategy. From September, 1982, through June, 1983, the association acquired three institutions with total assets of $671 million. The service corporation's "C" rating was primarily attributable to its investment practices. Items subject to comment included the failure to obtain appraisals on development projects and insufficient equity from joint venture partners. These deficiencies were also cited in the previous examination. As of the October 8, 1982, examination, seven new projects were subject to comment for similar deficiencies. Also, 16 projects with a total investment of $23 million were considered substandard. Losses from all subsidiaries totaled $1.9 million for fiscal 1982 largely due to the holding costs of substandard projects and interest expense on loans from the association. Unreserved indicated losses of $7.3 million were disclosed but were subsequently reserved at the direction of this office.

The previous examination of April 10, 1981, assigned Florida Federal a composite rating of "2b". All factors received "2" ratings. The major criticisms related to deficient underwriting practices, primarily: the absence of appraisal reports, feasibility studies, or financial data on joint venture partners. The association was also cited for purchasing participation loans based upon a letter appraisal and 100% financing. Further, the association was lending 100% of the cost of major projects based on inadequate appraisal reports.

Gulf Coast

Gulf Coast is a wholly-owned, first tier service corporation established for the sole purpose of forming an interim Federal institution. As such, Gulf Coast has no operating history or background.

First Mutual

First Mutual was chartered on June 27, 1955, as a Federal mutual association and received insurance of accounts on August 23, 1938. The association subsequently converted to a state-charter on June 26, 1980.

On March 3, 1983, the association completed its conversion to stock. Following negotiations with Florida Federal, the two institutions entered into an agreement to merge on September 27, 1983. The merger agreement provided for a cash purchase by Florida Federal of First Mutual's outstanding

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

stock at $40.00 per share and an option to purchase an additional 350,000 shares at $35.00 per share. The Office of the General Counsel subsequently ruled that the negotiations and merger agreement violated the regulations governing mutual to stock conversions and the terms of the Bank Board's resolution approving the conversion of First Mutual. The approval prohibited the association for a period of one year following the conversion from taking any action relating to a possible merger, acquisition, or change of control. On October 28, 1983, both institutions agreed to terminate the merger agreement.

Other than the thwarted merger discussed above, First Mutual has operated relatively free of supervisory concern. During the course of the most recent examination dated July 22, 1983, the association received a composite evaluation of "2S". All factors received "3" ratings. The only significant problems noted were appraisal reports which did not meet the requirements of Memorandum R 41b and inadequate verification and/or analysis of borrower financial statements.

The association received a composite rating of "2S" during the previous examination of November 13, 1981. There were no matters of significant supervisory concern noted in the examination.

Statutory Standards

Section 584.4(b) of the Holding Companies Regulations provides, in part, that the Corporation will approve an acquisition of an insured institution unless it finds the financial and managerial resources and future prospects of the company and institution involved to be such that the acquisition would be detrimental to the institution or the insurance risk of the Corporation. These factors are considered below.

Financial Resources

Florida Federal

The association has suffered from the affects of the rising cost of money coupled with its low yielding loan portfolio. As a result of its numerous purchase accounting mergers, Florida Federal has been able to artificially bolster its financial position. For example, for the fiscal year ended June 30, 1983, the association booked a loss of $5.6 million, however, losses would have been significantly worse if it had not been for $23.2 million in purchase accounting non-operating income. For most of calendar 1983, Florida Federal was in danger of depleting its net worth within 24 months on an operating basis.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

In June of 1983, the association converted to stock and raised $176.5 million in additional equity capital. As a result of the purchase accounting income and the benefits of the stock conversion proceeds, the institution has returned to profitability. For the fiscal year ended June 30, 1984, Florida Federal recognized net income of $15.6 million and assets totaled $4.6 billion. Of this net income, $11 million is attributable to non-operating income from purchase accounting. Net worth of $289 million represents 6.3% of total assets. Regulatory net worth does not include any appraised equity capital or subordinated debentures. Present net worth exceeds the regulatory requirement by $218 million.

First Mutual

First Mutual has remained relatively profitable in the hostile economic environment affecting the industry over the last few years. Unlike Florida Federal, First Mutual's operations have not been supplemented by "paper" profits. While the association recorded a net loss of $219 thousand for the fiscal year ended June 30, 1983, it faired much better than most institutions in its peer group. At that time, total assets were $542.9 million and net worth was $29.9 million (5.5% of total assets). As a result of a general decline in the cost of money, the association had net income of $4.2 million for the fiscal year ended June 30, 1984. Total assets had increased to $645.5 million and net worth of $34.2 million represented 5.3% of total assets. Net worth presently exceeds the regulatory requirements by $23.5 million.

Capitalization

The capital structure of Florida Federal and First Mutual are as follows:

($000's)	Florida Federal	First Mutual
Deposits	$3,048,034	$ 524,764
Debt		
Short term borrowings	$503,815	$30,392
Long term borrowings	409,268	74,893
Total Debt	$913,083	$105,285
Equity		
Common stock $.01 par value 9,350,000 shares outstanding	$ 94	
Common stock $1.00 par value 1,067,517 shares outstanding		$ 1,068
Paid in capital	176,400	10,989
Retained earnings	109,376	19,081
Total Equity	$285,370	$ 31,138
Total Capitalization	$4,246,987	$661,187

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Managerial Resources

First Mutual will be operated as a separate legal entity and will retain its current officers and directors. We believe that management of First Mutual and Florida Federal are trustworthy and competent. Managerial factors have been consistently rated high in the examinations.

Future Prospects

The applicants and the insured subsidiary will use their many years of experience in the savings and loan industry to provide future guidance and expertise. We have no reason to believe that Florida Federal and First Mutual will not operate on a safe and sound basis. The applicants have also provided what appears to be a reasonable business plan (Exhibit A attached) projecting profitable operations for First Mutual over the next three years. A summary of the business plan is as follows:

	actual 6/30/94	(000's) Year 1	Year 2	Year 3
Total Assets	$645,460	$713,306	$769,616	$805,105
Net Worth	34,216	36,393	40,183	42,255
NW/TA	5.3%	5.2%	5.2%	5.2%
Net Income	4,240	3,613	3,290	2,072

Conclusion on Statutory Standards

Based upon our consideration of the financial and managerial resources, and future prospects of both Florida Federal and First Mutual, we find that all criteria are satisfactory for approval of the application.

Regulatory Approval

The applicants must obtain approval from the Department of Banking and Finance of the State of Florida for the acquisition of First Mutual. The State of Florida must also approve the merger of First Mutual into the interim association. It is our understanding the State has approved the applications.

Accounting Treatment and Tax Consequences

The acquisition will be accounted for as a purchase of assets. Asset/liability goodwill resulting from the transaction will be approximately $1.6 million. This goodwill is determined by discounting the mortgage portfolio by $31.3 million and adjusting liabilities by $2.3 million and net worth by $27.4 million.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

The asset/liability goodwill will be amortized over ten years. Purchase price goodwill will also arise as a result of the acquisition. Purchase price goodwill is the excess of the purchase price over the book value of First Mutual. Purchase price goodwill of $42.6 million will be amortized over 25 years.

The acquisition and merger of First Mutual will be treated as a cash purchase of stock by Gulf Coast. Tax counsel has opined that the acquisition will not be a taxable transaction with respect to Florida Federal, First Mutual or Gulf Coast.

Source of Funds

The funds necessary to purchase the stock, estimated between $40.6 million and $55.6 million depending on whether the options are exercised, will come from the general corporate funds of Florida Federal.

Community Reinvestment Act (CRA)

The applicants indicate that no significant changes are expected to be made to the CRA statement and policies of either Florida Federal or First Mutual. Both institutions have consistently received satisfactory CRA ratings during their examinations. Pursuant to CRA and Part 563e of the Insurance Regulations, we have evaluated First Mutual's and Florida Federal's records of meeting the credit needs of their communities and find them consistent with safe and sound operations. We have also found that such records are consistent with the approval of the subject application.

Competitive Factors

Attached as Exhibit B is a copy of Economic Analyst Mark Vanderlinden's June 1, 1994, memorandum analyzing the competitive factors of the acquisition. Mr. Vanderlinden concludes that the acquisition qualifies under the Bank Board's Statement of Policy on Mergers.

Employment Agreement

The applicants propose to enter into a five year employment contract with Mr. B. A. Hopkins, president and chairman of the board of First Mutual. The agreement provides for annual compensation of $160,000 with a mandatory 5% salary increase per year. Paragraph 5(b)(ii) on page 3 of the contract provides for retirement benefits with minimum annual payments of $50,000 over 15 years if his employment terminates before reaching the age of 60 (Mr. Hopkins is presently 56 years old). The benefits increase to annual payments of $84,219 over 15 years if Mr. Hopkins remains employed until age 65.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

[illegible]
[illegible]

Of concern to this office is Paragraph 5(b)(iii) on page 3 of the agreement which states that First Mutual will pay Mr. Hopkins $250,000 for the present value of an employment agreement entered into with First Mutual (see response to Item 5(b), amendment dated July 23, 1984). The previous employment agreement basically provided for retirement benefits of $50,000 per year over a ten year period following retirement. Given the fact that the Florida Federal's retirement plan described above is much more lucrative inasmuch as it provides for equivalent retirement payments for five more years than the original agreement and an opportunity for an even higher annual payment, we object to the $258,000 payment as a waste of corporate assets and a violation of Sections 563.17(b) and 563.39(a) of the Insurance Regulations. It is also the continued policy of this office to object to employment agreements with mandatory annual salary increases. It is our position that salary increases should be determined annually by the board of directors based upon the officer's performance. Accordingly, we have conditioned our recommendation of approval upon Mr. Hopkins' not receiving any payments for the present value of his existing employment agreement/retirement plan and the removal of mandatory salary increase provision of the employment contract.

Fees, Commissions and Expenses

The anticipated fees incurred in connection with the transaction are as follows:

	Florida Federal	First Mutual
Legal		
Greene and Mastry (1)	$85,000	
Dechert, Price and Rhoads	15,000	
Skadden, Arps, Slate, Meagher and Flom		$176,000
Advisory		
Kidder, Peabody and Co.	$350,000	
E. F. Hutton		$300,000
Accounting		
Deloitte Haskins and Sells	$ 10,000	$ 20,000
Miscellaneous	$ 25,000	$ 36,500
Total	$515,000	$532,500

(1) Raleigh J. Greene, Jr., Chairman of Florida Federal and Raleigh W. Greene, III, President of Florida Federal each own 10% of the Greene and Mastry law firm.

For a transaction of this nature and given the previous acquisition attempt, we believed that total fees of approximately $1,047,500 were extremely high. The applicants response to our concerns is set forth in the July 23, 1984, amendment to the application in response to Item 5(a). While we feel that the fees paid for this transaction are way out of line, it appears that both associations are legally obligated to pay the fees and to argue that the associations could have worked out a better deal elsewhere would serve no real useful purpose.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Investment in Service Corporation

The proposed transaction entails the purchase of First Mutual by Gulf Coast, a wholly-owned subsidiary of Florida Federal. As discussed in the issues paper, the additional investment in the service corporation needed to fund the purchase would cause Florida Federal to exceed the regulatory limits on permissible investments in service corporations. Section 545.74(d) of the Federal Regulations authorizes a maximum investment in service corporations to three percent of assets provided that the amount of investment in excess of two percent will serve inner-city or community development purposes. Assuming Florida Federal's present investment in service corporations meets the criteria to allow the maximum investment of three percent of assets, the association's current investment is 2.6% of assets. Current investment in service corporations entail $46.8 million in equity investment and $62.2 million in conforming loans. Income or loss from subsidiaries is not large enough to be a factor. If the minimum of $40.6 million were needed to complete the purchase, investment in service corporations would increase to 3.6% of assets. The exercise of the options would further increase the investment in service corporations to 3.9% of assets. Clearly, the funding of the purchase price would cause Florida Federal to violate the investment limitations in service corporations. To alleviate our concerns in this regard, we have conditioned our recommendation for approval upon Florida Federal's prior conversion to state-charter. Since this condition should be imposed, the issue of approving the service corporation's ownership of First Mutual pursuant to Section 545.74 of the Federal Regulations is a moot point.

Merger and Permission to Organize an Interim Institution

These supporting applications are part of the holding company package. We see no reason to disapprove these applications.

Recommendation

The subject application has been considered and found to be satisfactory under the standards set forth in Section 408 of the National Housing Act and Section 584.4(c) of the Holding Company Regulations. Based on the foregoing, we recommend that the application be approved. We have also given consideration to the imposition of the conditions concerning net worth maintenance and dividend restrictions. We believe these conditions should be imposed to protect First Mutual and to ensure its separate corporate existence. Accordingly, we recommend that the following conditions be imposed:

1. The proposed transaction be consummated no later than 120 days after the date of the authorization.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

2. The applicants, no earlier than 10 days prior to the consummation of the acquisition, shall certify to the Supervisory Agent that no material adverse change has occurred with respect to the condition of the applicant or the insured institution to be acquired subsequent to the date of this authorization but prior to the date of consummation of the transaction.

3. The applicants shall file an affidavit with the Supervisory Agent certifying to the consummation of the acquisition in accordance with the provisions of the subject application and this authorization and specifying the exact number of shares of stock of the insured institution acquired.

4. The applicants shall provide a legal opinion to the Supervisory Agent that all applicable Federal and state securities laws have been complied with.

5. The applicants shall agree in writing that they will not receive dividends from the acquired institution in excess of 50 percent of net income per year on a cumulative basis. Such agreement shall take the following form:

> Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. hereby stipulate to the Corporation that, unless prior written approval has been obtained from the Supervisory Agent with the concurrence of the Director of the Office of Examinations and Supervision, dividends paid by First Mutual Savings Association in any fiscal year shall be limited to 50 percent of net income for that fiscal year, as reflected on First Mutual Savings Association's quarterly report to the Bank Board, provided that any dividends permitted under this limitation may be deferred and paid in a subsequent year, but in no event will dividends be paid that would reduce the net worth of First Mutual Savings Association below the level required by Section 563.13(b) of the Rules and Regulations for Insurance of Accounts for institutions insured 20 years or longer.

6. The applicants shall agree in writing to infuse capital if necessary to ensure that the acquired institution meets the net worth requirements for institutions insured for 20 years or more. Such agreement shall take the following form:

> Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. hereby stipulate to the Corporation that as long as they control First Mutual Savings Association, Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. will cause the net worth of

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

First Mutual Savings Association to be maintained at a level consistent with that required by Section 563.13(b) of the Rules and Regulations for Insurance of Accounts, as now or hereafter in effect, for institutions insured for 20 years or longer and, as necessary, will infuse sufficient additional equity capital, in a form satisfactory to the Supervisory Agent, to effect compliance with such requirement.

7. The applicants shall furnish analyses, accompanied by a concurring opinion (which indicates that the transaction was consummated in accordance with generally accepted accounting principles) from its independent accountant, satisfactory to the Supervisory Agent, which (a) specifically describe, as of the effective date of the acquisition, any intangible assets, including goodwill, or discount of assets arising from the acquisition to be recorded on its books, and (b) substantiate the reasonableness of amounts attributed to intangible assets, including goodwill, and the discount of assets and the related amortization periods and methods.

8. Prior to the acquisition of First Mutual, Florida Federal must complete its conversion to a State-chartered institution.

9. Florida Federal or First Mutual will not, directly or indirectly, compensate Mr. E. W. Hopkins for the value of the salary continuation agreement dated December 23, 1982, and amended July 20, 1983.

10. Paragraph 5(b)(iii) of the proposed employment agreement with Mr. Hopkins is deleted and Paragraph 4 will be amended to eliminate the mandatory 8% increase in compensation.

11. The applicants shall furnish a revised tax opinion which will address the effect of the condition that Florida Federal must convert to a State-chartered institution prior to the acquisition.

12. The applicants will provide assurances that Mr. E. W. Hopkins will act as full-time managing officer of First Mutual even though he will be an employee of Florida Federal.

13. Prior to the acquisition, the applicants shall execute and deliver the Stipulation and Undertaking attached as Exhibit C.

Should you have any questions on this matter, please feel free to contact Fred Teed.

MAR 27 1985

cc: Heath
Holding Co. File

FT/kr
421A 3,18-27

NON-PUBLIC INFORMATION
DISCLOSURE

J. Mark Rundle, Assistant Director for Regional Operations

Park T. Zimmerman, Supervisory Agent

August 9, 1984 (Amended September 20, 1984)

Application H-(e)1, Formation of a Holding Company
Application for Permission to Merge
Application to Organize a Federal Interim Institution
Application for a Service Corporation to Own a Financial Institution
Florida Federal Savings and Loan Association ("Florida Federal")
St. Petersburg, Florida FHLBB No. 1943
and
Gulf Coast Services of St. Petersburg, Inc. ("Gulf Coast")
St. Petersburg, Florida FHLBB No. H-710
to acquire
First Mutual Savings Association of Florida ("First Mutual")
Pensacola, Florida FHLBB No. 2347

COPIES FILED UNDER LEGAL AUTHORITY
Copies Fw'd BR, OFF.
Date 12-5-84
By

Issues

Should the Bank Board approve the applications filed by the subject applicants pursuant to Section 408(e) of the National Housing Act and Section 584.4 of the Holding Company Regulations to acquire First Mutual Savings Association of Pensacola, Florida. The application entails the policy issue of a Federally-chartered institution owning and operating a State-chartered institution. The Bank Board must also determine whether to approve the merger of First Mutual into the interim association and the application to organize the interim association.

Background

Section 408 of the National Housing Act and Section 584.4(c) of the Holding Company Regulations provide that, in approving any proposed holding company application, the Corporation must take into consideration the financial and managerial resources and future prospects of the company and the institution involved. It must determine that the acquisition would not be detrimental to the institution or the insurance risk of the Corporation. The Bank Board, as acting head of the Corporation, has the option of approving, denying, or approving with specific conditions a holding company application. Based upon our analysis contained in the attached memorandum to Assistant Director Rundle, we believe the statutory standards have been met. However, as discussed below, we are recommending that certain conditions be attached to the Bank Board's approval. This application is being processed to Washington because the acquisition will be accomplished using an interim association.

Structure of Proposal

Florida Federal and its wholly-owned first tier subsidiary, Gulf Coast, have filed an application under Section 408(e)(1) of the National Housing Act and Section 584.4(b) of the Holding Company Regulations to acquire 100%

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

of the outstanding common stock of First Mutual. The acquisition is to be accomplished through an option, open market purchases, tender offer and a merger with an interim Federal association. The applicants will acquire all of First Mutual's 1,067,517 shares of stock through a $33 per share tender offer and merger. Further, in the event of a competing takeover proposal for First Mutual, First Mutual has granted an option to the applicants to purchase an additional 455,000 shares of authorized but unissued shares of stock for $33 per share. As previously noted, the option will only be exercised in the event of a competing takeover bid.

Gulf Coast will organize an interim Federal association which will be subsequently merged into First Mutual. First Mutual will retain its separate legal existence and identity including a separate board of directors and officers. Further, First Mutual will continue to operate as a state-chartered institution but the applicants propose to limit the activities of First Mutual to those permitted for Federal associations for so long as Florida Federal remains a Federally-chartered institution. Florida Federal's application to convert to a State-charter was approved on September 5, 1984. The State also approved the acquisition on July 27, 1984.

History of Florida Federal

The association has suffered from the affects of the rising cost of money coupled with its low yielding loan portfolio. As a result of its numerous purchase accounting mergers, Florida Federal has been able to artificially bolster its financial position. For example, for the fiscal year ended June 30, 1983, the association booked a loss of $5.6 million, however, losses would have been significantly worse if it had not been for $23.2 million in purchase accounting non-operating income. For most of calendar 1983, Florida Federal was in danger of depleting its net worth within 24 months on an operating basis.

In June of 1983, the association converted to stock and raised $175.5 million in additional equity capital. As a result of the purchase accounting income and the benefits of the stock conversion proceeds, the institution has returned to profitability. For the fiscal year ended June 30, 1984, Florida Federal recognized net income of $15.6 million and assets totaled $4.6 billion. Of this net income $11 million is attributable to non-operating income from purchase accounting. Net worth of $289 million represents 6.3% of total assets. Regulatory net worth does not include any appraised equity capital or subordinated debentures. Present net worth exceeds the regulatory requirement by $216 million.

Florida Federal has received satisfactory ratings during the previous two examinations. There were no areas of significant supervisory concern.

History of Gulf Coast

Gulf Coast is a wholly-owned, first tier service corporation of Florida Federal established for the sole purpose of forming an interim Federal institution. As such, Gulf Coast has no operating history or background.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

History of First Mutual

First Mutual has remained relatively profitable in the hostile economic environment affecting the industry over the last few years. While the association recorded a net loss of $219 thousand for the fiscal year ended June 30, 1983, it faired much better than most institutions in its peer group. At that time, total assets were $542.9 million and net worth was $29.6 million (5.5% of total assets). As a result of a general decline in the cost of money, the association had net income of $4.2 million for the fiscal year ended June 30, 1984. Total assets had increased to $645.5 million and net worth of $34.2 million represented 5.3% of total assets. Net worth presently exceeds the regulatory requirements by $23.5 million.

The last two examinations of First Mutual have not disclosed any significant supervisory problems.

Ownership of a State-Chartered Institution by a Federally-Chartered Association

Florida Federal proposes to acquire First Mutual through a wholly-owned subsidiary. Aside from the policy issue involved with a Federal institution controlling a State-chartered institution given Florida's liberal charter, the Bank Board would also have to approve the service corporation acquisition since owning a financial institution is not a preapproved activity under Section 545.74 of the Federal Regulations. However, we believe these issues are moot because the additional investment in the service corporation needed to fund the purchase would cause Florida Federal to exceed the regulatory limits on permissible investments in service corporations. There is no regulatory provision for a waiver of the investment limitation. Section 545.74(J) of the Federal Regulations authorizes a maximum investment in service corporations to three percent of assets provided that the amount of investment in excess of two percent will serve inner-city or community development purposes. Assuming Florida Federal's present investment in service corporations meets the criteria to allow the maximum investment of three percent of assets, the association's current investment is 2.6 percent of assets. Current investment in service corporations includes $46.8 million in equity investment and $62.2 million in conforming loans. Income or loss from subsidiaries is not large enough to be a factor. If the minimum of $40.6 million were needed to complete the purchase, investment in service corporations would increase to 3.6% of assets. The exercise of the options would further increase the investment in service corporations to 3.9% of assets. Clearly, the funding of the purchase price would cause Florida Federal to violate the investment limitations in service corporations. To alleviate our concerns in this regard, we have conditioned our recommendation for approval upon Florida Federal's prior conversion to State-charter.

Proposed Employment Agreement

The applicants propose to enter into a five year employment contract with Mr. E. M. Hopkins, president and chairman of the board of First Mutual. The agreement provides for annual compensation of $160,000 with a mandatory

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

8% salary increase per year. The contract provides for retirement benefits with minimum annual payments of $50,000 over 15 years if his employment terminates before reaching the age of 60 (Mr. Hopkins is presently 56 years old). The benefits increase to annual payments of $84,219 over 15 years if Mr. Hopkins remains employed until age 65.

Of concern to this office is a provision of the agreement which states that First Mutual will pay Mr. Hopkins $259,000 for the present value of an employment agreement entered into with First Mutual. The previous employment agreement basically provided for retirement benefits of $50,000 per year over a ten year period following retirement. Given the fact that the Florida Federal's retirement plan described above is much more lucrative, inasmuch as it provides for equivalent retirement payments for five more years than the original agreement and an opportunity for an even higher annual payment, we object to the $258,000 payment as a waste of corporate assets and a violation of Sections 563.17(b) and 563.39(a) of the Insurance Regulations. Further, we believe that since this payment is contingent upon a change of control, it is tantamount to a golden parachute and should be discouraged. It is also the continued policy of this office to object to employment agreements with mandatory annual salary increases. It is our position that salary increases should be determined annually by the board of directors based upon the officer's performance. Accordingly, we have conditioned our recommendation of approval upon Mr. Hopkins not receiving any payments for the present value of his existing employment agreement/ retirement plan and the removal of mandatory salary increase provision of the employment contract.

Conclusion on Statutory Standards

As discussed more fully in the attached memorandum to Assistant Director Manule, based upon our consideration of the financial and managerial resources, and future prospects of both Florida Federal and First Mutual, we have found that all criteria are satisfactory for approval of the application.

Application to Merge and Permission to Organize an Interim Institution

We see no reason to disapprove these applications.

Conditions

We have given consideration to the imposition of the conditions concerning net worth maintenance and dividend restrictions. We believe these conditions should be imposed to protect First Mutual and to ensure its separate corporate existence.

Options

Option 1: Approve the application subject to the conditions regarding (1) conversion to State-charter, (2) dividend restriction, (3) net worth maintenance, and (4) amendments to the employment agreement of President Hopkins to eliminate both the payment for value of the previous employment contract and the mandatory salary increase.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Pros

- The prior conversion to a State-charter would eliminate the policy issue of a Federally-chartered institution operating a State-chartered institution with a much more liberal charter.

- The prior conversion to a State-charter would resolve the overinvestment in service corporations violation of Section 545.74 of the Federal Regulations.

- First Mutual will be relatively insulated from undue pressure from the parent holding companies since net worth will be guaranteed by the parents and dividends will be restricted. Further, these conditions would ensure First Mutual's separate corporate existence.

- The elimination of the provision requiring the purchase of Mr. Hopkins' previous employment agreement would protect the assets of First Mutual and cure any potential violations of Sections 563.17(b) and 563.39(a) of the Insurance Regulations.

- The elimination of the mandatory increase of Mr. Hopkins' salary would maintain continuity in the fourth district in regard to Bank policies involving employment agreements.

Cons

- None

Option 2: Approve the application without conditions.

Pros

- None

Cons

- Consummation of the acquisition prior to conversion to State-charter would cause Florida Federal to exceed the allowable investment limitations in service corporations.

- To the best of our knowledge, the Bank Board has not approved, on a non-supervisory basis, a Federally-chartered association owning and controlling another independent financial institution.

- Without the net worth guarantee and dividend restriction, Florida Federal could pressure the insured subsidiary to upstream unreasonable dividends to bolster Florida Federal's operating results.

- The approval to pay $250,000 to Mr. Hopkins for his previous employment agreement under these conditions would condone unreasonable compensation and a waste of corporate assets.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

Option 3: Deny the application.

Pros

- None

Cons

- There does not appear to be grounds for denial under applicable statutes and regulations.

Recommendation

This office recommends that the Bank Board adopt Option No. 1 which imposes the following conditions:

1. The proposed transaction be consummated no later than 120 days after the date of the authorization.

2. The applicants, no earlier than 10 days prior to the consummation of the acquisition, shall certify to the Supervisory Agent that no material adverse change has occurred with respect to the condition of the applicant or the insured institution to be acquired subsequent to the date of this authorization but prior to the date of consummation of the transaction.

3. The applicants shall file an affidavit with the Supervisory Agent certifying to the consummation of the acquisition in accordance with the provisions of the subject application and this authorization and specifying the exact number of shares of stock of the insured institution acquired.

4. The applicants shall provide a legal opinion to the Supervisory Agent that all applicable Federal and state securities laws have been complied with.

5. The applicants shall agree in writing that they will not receive dividends from the acquired institution in excess of 50 percent of net income per year on a cumulative basis. Such agreement shall take the following form:

> Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. hereby stipulate to the Corporation that, unless prior written approval has been obtained from the Supervisory Agent with the concurrence of the Director of the Office of Examinations and Supervision, dividends paid by First Mutual Savings Association in any fiscal year shall be limited to 50 percent of net income for that fiscal year, as reflected on First Mutual Savings Association's quarterly report to the Bank Board, provided that any dividends permitted under this limitation

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

may be deferred and paid in a subsequent year, but in no event will dividends be paid that would reduce the net worth of First Mutual Savings Association below the level required by Section 563.13(b) of the Rules and Regulations for Insurance of Accounts for institutions insured 20 years or longer.

6. The applicants shall agree in writing to infuse capital if necessary to ensure that the acquired institution meets the net worth requirements for institutions insured for 20 years or more. Such agreement shall take the following form:

> Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. hereby stipulate to the Corporation that as long as they control First Mutual Savings Association, Florida Federal Savings and Loan Association and Gulf Coast Services of St. Petersburg, Inc. will cause the net worth of First Mutual Savings Association to be maintained at a level consistent with that required by Section 563.13(b) of the Rules and Regulations for Insurance of Accounts, as now or hereafter in effect, for institutions insured for 20 years or longer and, as necessary, will infuse sufficient additional equity capital, in a form satisfactory to the Supervisory Agent, to effect compliance with such requirement.

7. The applicants shall furnish analyses, accompanied by a concurring opinion (which indicates that the transaction was consummated in accordance with generally accepted accounting principles) from its independent accountant, satisfactory to the Supervisory Agent, which (a) specifically describe, as of the effective date of the acquisition, any intangible assets, including goodwill, or discount of assets arising from the acquisition to be recorded on its books, and (b) substantiate the reasonableness of amounts attributed to intangible assets, including goodwill, and the discount of assets and the related amortization periods and methods.

8. Prior to the acquisition of First Mutual, Florida Federal must complete its conversion to a State-chartered institution.

9. Florida Federal or First Mutual will not, directly or indirectly, compensate Mr. D. W. Hopkins for the value of the salary continuation agreement dated December 28, 1982, and amended July 20, 1983.

10. Paragraph 5(b)(iii) of the proposed employment agreement with Mr. Hopkins is deleted and Paragraph 4 will be amended to eliminate the mandatory 8% increase in compensation.

11. The applicants shall furnish a revised tax opinion which will address the effect of the condition that Florida Federal must convert to a State-chartered institution prior to the acquisition.

NON-PUBLIC INFORMATION

12. The applicants will provide assurances that Mr. T. W. Hopkins will act as full-time managing officer of First Mutual even though he will be an employee of Florida Federal.

13. Prior to the acquisition, the applicants shall execute and deliver the Stipulation and Undertaking attached as Exhibit C.

---

cc: Heath
Holding Co. File

FF/ix
4218 B,23-30

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

PL

July 17, 1984

Copies Fw'd BR. OFF.
Date JUL 26 1984
By 1/12

Mr. Raleigh Greene, President
Florida Federal Savings & Loan Association
P. O. Box 1509
St. Petersburg, Florida 33731

Dear Mr. Greene:

We are writing in reference to your June 29, 1984, amendment to the holding company application filed on behalf of Florida Federal's proposed acquisition of First Mutual Savings Association of Pensacola, Florida.

You had requested confidential treatment of the responses to Items 5(a), 5(b) and 12 on the basis of the "sensitive nature" of the information and your desire to keep this information from your competitors. In reviewing your request, we find we cannot grant confidential treatment to your responses to Item 5(a) and 5(b) given the fact this information was required to be disclosed by the instructions to the holding company application. However, we concur with the need to maintain confidentiality for the business plan. Therefore, your request for confidential treatment of the business plan (Item 12) is hereby granted. We request that you revise the first amendment of the Application H-(e)1 so that it contains two volumes; the first of which includes your responses to Items 2(e), 5(a) and 5(b). The second volume should be marked "confidential" and contain the business plan.

Concerning the $250,000 payment for the present value of Mr. Hopkins' salary continuation agreement, we continue to object to the payment as excessive and unreasonable. It is our position that Mr. Hopkins' retirement benefits under Florida Federal's Supplemental Retirement Program and the proposed employment agreement more than adequately reward him for his service to First Mutual. In response to your contention that the payment is no different than if Mr. Hopkins were to leave the association to accept other employment, we point out that Condition 1(c) of the agreement would prohibit this type of arrangement. As stated in our June 6, 1984, letter, since Mr. Hopkins' employment contract with Florida Federal provides for an even more lucrative compensation and retirement plan, the additional payment of the previous plan is unacceptable. As such, we are not in a position to favorably process the application so long as Mr. Hopkins is to receive any payment for the value of the salary continuation agreement. Please advise us of your actions in this regard.

NON-PUBLIC INFORMATION

GF-11/5

DON'T FILTER THRU LASSER

We are reserving the right to request further information pertinent to our review of the holding company application.

Sincerely,

Original signed by
PARK T. ZIMMERMAN

Park T. Zimmerman
Supervisory Agent

cc: Rundle
Heath
State of Florida
Holding Co. File

FCT/jc
#07

NON-PUBLIC INFORMATION

Copies Rec'd FR. OFF.
Date 7-30-84
By

July 12, 1984

Mr. Raleigh W. Greene, III
Florida Federal Savings and Loan
Association
P. O. Box 1509
St. Petersburg, Florida 33731

Re: Application H-(e) 1
Florida Federal Savings and Loan
Association ("Applicant")
St. Petersburg, Florida FHLBB No. [illegible]-1943
and
Gulf Coast Services of St. Petersburg, Inc.
St. Petersburg, Florida FHLBB No. H-710
to acquire
First Mutual Savings Association of Florida
("First Mutual")
Pensacola, Florida FHLBB No. 2347

Dear Mr. Greene:

Pursuant to Section 584.4(h) of the Regulations for Savings and Loan Holding Companies, we enclose "Notice of Filing and Application for Holding Company Acquisition" to be published in a newspaper printed the English language and having a general circulation in the communities in which the home offices of both institutions are located. This notice shall be published within ten (10) days from the date of receipt of this letter. Promptly after publication, you should provide us with four copies thereof accompanied by the publisher's notarization affidavit of publication.

You may also mail notice to the shareholders of the associations within the time period for publishing the notice.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

Mr. Raleigh M. Greene, III
July 12, 1984
Page Two

Upon receipt, please acknowledge this letter and the enclosed notice on the extra copy of the letter provided for that purpose.

Sincerely,

Originated by
DEBRA R. PARADICE

Debra R. Paradice
Supervisory Agent

Enclosure

cc: Heath, Rundle, Holding File
State of Florida

PT/bf

Acknowledge receipt on:

_____
Date

_____
Signature Title

NON-PUBLIC INFORMATION

695

June 3, 1984

Complex & Ld BR. OFF
Date: JUN 13 1984
By

Mr. Raleigh W. Greene, III
Florida Federal Savings and Loan
Association
P. O. Box 1509
St. Petersburg, Florida 33731

Re: Application H-(e)1
Florida Federal Savings and Loan
Association ("Applicant")
St. Petersburg, Florida FHLBB No. 1943
and
Gulf Coast Services of St. Petersburg, Inc.
St. Petersburg, Florida FHLBB No. H-710
to acquire
First Mutual Savings Association of Florida
("First Mutual")
Pensacola, Florida FHLBB No. 2347

Dear Mr. Greene:

We have completed our review of the subject application and find that additional information and clarification is needed. Our review disclosed the following:

Item 2(e) - The applicant did not disclose it had filed previous applications to acquire (1) Everglades Federal Savings and Loan Association of Belle Glade, (2) Gulf Federal Savings and Loan Association of Fort Myers and (3) Indian River Federal Savings and Loan Association of Vero Beach.

Item 5(a) - For a transaction of this nature, the total fees in excess of $940,000 appears to be extremely high. Please provide a detailed description and justification of the fees paid and services rendered. Your discussion should include, but not be limited to the following:

1) The fees paid or expected to be paid to each firm or person rendering legal services should be stated, together with a detailed description of the services performed, the hourly rate or other basis used for determining the fees, and any relationship between such person or firm and the parties to the transaction.

2) The advisory fees should be similarly justified.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

MAR 2 x 1985

GF-11/5

Mr. Raleigh W. [illegible]ance, III
Florida Federal Savings and Loan
Association
Page 2

Item 5(b) - The major provisions of the employment contract with Mr. F. W. Hopkins should be discussed in response to this item. We have concerns over the provisions of Paragraph 5(b)(iii) of the employment contract which requires First Mutual to pay Mr. Hopkins $285,000 for the present value of his July 20, 1983, salary continuation agreement. Since it appears Paragraph 5(b)(ii) provides for an even more lucrative compensation plan, the additional payment for the previous plan is unacceptable. Further, please justify the $50,000 increase in base salary in light of Federal Home Loan Bank Board Memorandum R 42 and Sections 563.17(b) and 571.5(d)(3) of the Insurance Regulations.

It is the continued policy of this office to object to employment agreements with mandatory annual salary increases. It is our position that salary increases should be determined annually by the board of directors based upon the employee's performance. Please amend this section of the employment contract with Mr. Hopkins.

Please revise Exhibit XIV(c) to include copies of the entire salary continuation agreements for Messrs. Scott, Barrow, V. Hopkins, and Tharp. Further, please advise us how much, if any, each employees' salary increased as a result of the April 16, 1984, amendments.

Item 12 - The Bank Board is presently requiring the submission of a comprehensive business plan for the institution to be acquired for all holding company acquisitions. Accordingly, we request the Applicant to provide a business plan projecting the association's operations for a three year period. While the H-(e) 1 may contain some of the requested information, we request the business plan be all inclusive to facilitate subsequent status review. The first section establishes the basic economic scenario and assumptions on which the business plan is based, as well as the operational goals and objectives of First Mutual Savings as established by the Applicant. The second section of the business plan consists of annual projections of the financial condition, operations, and cash flows, predicated upon the economic scenario and assumptions presented in the first section.

The business plan should include, but not be limited to, the following information:

Section One
Item I. Lending and Investment Activity

(a) Describe the lending operations of the association for the next three years.

(b) Provide a breakdown on an annual basis of the number, aggregate dollar amount, maturities, and estimated yield by the different types of loans to be granted.

(c) Briefly describe the various methods the association will utilize in generating its loans and other investments, i.e., advertising, loan brokers, leasing agents, etc., and indicate the relative significance of each.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

(d) Describe any planned mortgage banking program or secondary market activities, giving descriptions of the primary sources of the funds, as well as the primary purchasers of the loans.

(e) Summarize the association's other planned investments, including composition, expected return, maturity, and purpose.

Item II. Deposit, Savings and Borrowing Activity

(a) Describe the primary sources of savings and deposits and the major methods used in the solicitation.

(b) Provide a breakdown on an annual basis of the aggregate dollar amount, and estimate cost of the different types of savings and deposit accounts to be offered.

(c) Describe any plans to borrow funds from other financial institutions, including the source, amount, composition, interest rate, maturity, and purpose.

(d) Describe any plans to use brokered deposits.

Item III. Asset and Liability Management

(a) Discuss the association's planned asset and liability portfolio in terms of quality and sensitivity to interest rate changes; indicate the methodology used to measure quality and sensitivity.

(b) Describe the strategies and plans the association will adopt to match the maturities of earnings assets and interest-bearing liabilities.

Item IV. Operations

With respect to the operations of the association furnish the following information:

(a) Number of directors, remuneration, if any; indicate any possible changes.

(b) Number of officers and employees and the aggregate remuneration of all officers; indicate any contemplated changes. Further, please provide an organizational chart.

(c) Describe the extent, if any, to which the Applicant will be involved in the day-to-day management of the association.

(d) Describe the extent, if any, to which it is expected that there will be transactions with affiliated entities or individuals.

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

(e) Describe the activities and amount of planned investments in any service corporation.

(f) Describe any proposed dividend policy.

(g) Describe any management or other fees to be paid to the applicant or affiliates.

(h) Describe growth strategies.

Item V. Monitoring of Business Plan

(a) Describe fully the procedures to be employed by the board of directors to monitor adherence to and assure compliance with the business plan.

Section Two
Financial Statements

Using the economic assumptions and operating scenario presented in Section one, prepare projected financial statements, annually, for the next three years of operations. Attached is a copy of the most recent market rate scenario and assumptions prepared by the Office of Policy and Economic Research of the Federal Home Loan Bank Board. You should utilize these assumptions in preparing the business plan; however, if different assumptions are used due to local market factors, such variances should be fully explained and supported.

Miscellaneous - Please note that because the acquisition involves the use of an interim institution, the application will be processed to the Bank Board in Washington, D.C.

Upon receipt of the information requested above, we will resume processing the application. We are reserving the right to request additional information pertinent to our review.

Sincerely,

Park T. Zimmerman
Supervisory Agent

cc: Heath
Rundle
State of Florida
Holding Co. File
PCT/sm
21B A-14

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

James McNulty

Park T. Zimmerman, Supervisory Agent

May 29, 1984

H-(e)1 Holding Company Application
Florida Federal Savings and Loan Association
St. Petersburg, Florida FHLBB No. 1943
to acquire
First Mutual Savings Association of Florida
Pensacola, Florida FHLBB No. 2347

DIDN'T FILTER THRU LAMAR

Attached is one copy of the subject holding company application filed on behalf of Florida Federal Savings and Loan Association of St. Petersburg, Florida. We request that you analyze the competitive factors involved in the proposed transaction pursuant to Section 584.4(g) of the Holding Company Regulations. We would appreciate a memorandum summarizing your findings. Because we have received a limited number of copies of the application, we request that you return the enclosed copy of the application with your memorandum.

If you should have any questions, please contact Fred Teed.

Original signed by
PARK T. ZIMMERMAN

cc: Heath
Randle
Holding Co. File

FT/kr
#21C 3,01

Copies Fw'd BR. OFF.
Date MAY 31 1984
By VR

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

May 23, 1984

FHLBB No. 1943

JUN 15 1 02 PM '84

Mr. Raleigh W. Greene, Jr.
Chairman/Chief Executive Officer
Florida Federal Savings and Loan
Association
P. O. Box 1509
St. Petersburg, Florida 33731

Re: Application H-(e)1
Florida Federal Savings and Loan Association
St. Petersburg, Florida FHLBB No. 1943
and
Gulf Coast Services of St. Petersburg, Inc.
St. Petersburg, Florida FHLBB No. H-710
To Acquire
First Mutual Savings and Loan Association of Florida
Pensacola, Florida FHLBB No. 2374

Dear Mr. Greene:

This letter is to acknowledge receipt on May 21, 1934, of the above-cited application. This is not intended and should not be interpreted as an indication the application is considered complete or as an authorization to publish notice of filing. It should be understood that after an examination of the application, the applicant may be requested to furnish additional information in an amendment(s) to the application.

If you should have any questions in the interim, please feel free to contact Fred Teed of our staff.

Sincerely,

Original signed by PARK T. ZIMMERMAN

Park T. Zimmerman
Supervisory Agent

cc: Heath
Fundle
Holding Co. File
State of Florida
Florida FS&LA, St. Pete - Docket
First Mutual, Pensacola - Docket
PCT/sm 21C A22

Copies Fw'd BR, OFF,
Date MAY 31 1984
By: VR

NON-PUBLIC INFORMATION
DISCLOSURE PROHIBITED

GF-11/5

APPENDIX C

The Bayfront Tower

AGREEMENT FOR SALE AND PURCHASE
OF CONDOMINIUM APARTMENT AT
BAYFRONT TOWER
A CONDOMINIUM

SELLER: FIRST ST. PETERSBURG SERVICE CORPORATION DATE: March 6, 1979

BUYER: Fernand St. Germain

ADDRESS: 700 Seventh Street SW, Apt. 712
Washington, DC 20024 TELEPHONE: _____

First St. Petersburg Service Corporation, herein called Seller, and Fernand St. Germain _____, herein called Buyer, agree to purchase Apartment No. 1505, together with a 1/260th interest to the recreational and parking areas as described in the condominium documents.

Purchase Price: $106,000.00.

The purchase price shall be paid as follows:

1. Earnest Money Deposit made herewith in the amount of $1,000.00.
2. An additional deposit of $ 9,600.00, on or before March 21, 1979.
3. This contract is contingent upon Buyer obtaining a mortgage in the amount of $ 84,800.00 at 9½% interest, no points. 29 years.
4. The balance of the purchase price, together with costs and pro-payments required hereunder, to be paid in cash at the time of closing.

Closing to be on or before June 4, 1979.

Buyer subscribes for membership in BAYFRONT TOWER CONDOMINIUM ASSOCIATION RESIDENTIAL, INC., a not-for-profit Florida corporation comprising the owners of condominium units in BAYFRONT TOWER, a condominium.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. SEE PAGE #2 FOR LIST OF DOCUMENTS TO BE FURNISHED.

THIS AGREEMENT IS VOIDABLE BY BUYER DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

The interest in the recreational and parking areas acquired herein shall have the restriction that they may not be conveyed or transferred without conveying or transferring the unit to be purchased under this contract.

The initial down payment and subsequent payments made under this contract by Buyer to Seller shall be held in escrow without interest with First St. Petersburg Service Corporation - Escrow Agent.

All loan closing costs incurred in obtaining a mortgage, shall be paid by Buyer. If Buyer is unable to qualify for a mortgage, Buyer may either complete this transaction by paying cash at closing or terminate this contract and receive all sums paid except the amounts paid to the Mortgagee for credit review and application fee and this contract shall terminate and the liability of each party shall cease.

Buyer shall not assign this contract or any of Buyer's rights under it without the prior written consent of the Seller.

This contract shall not be recorded in the public records by Buyer without the prior written consent of the Seller. Notwithstanding any rule of law to the contrary, Buyer's interest under this contract shall be personal property until Buyer closes this transaction and he shall not have any right, title or interest in the land, improvements or unit described in this contract as real property.

DOCUMENTS FURNISHED: Buyer's rights and duties as an owner of the unit will be governed by the documents listed below. Copies of the following documents have been furnished to Buyer upon execution of this agreement, and receipt is hereby acknowledged.

INITIAL:

_____
Buyer

(1) The Condominium prospectus, which has as exhibits:
- (a) Declaration of Condominium;
- (b) Articles of Incorporation of the Association;
- (c) By-laws of the Association;
- (d) Estimated operating budget;
- (e) Management Agreement;
- (f) Assignment of Management Agreement;
- (g) A form of Deed;
- (h) Schedule of unit owner's estimated expenses.

(2) Copy of the floor plan of the unit and of the parking and recreational areas.

000439

All of the documents are incorporated in this contract by reference.

Seller reserves the right to make changes in any of the Condominium Documents as provided in the declaration of condominium including, without limitation, the right to amend concerning the configuration or size of a condominium unit, the appurtenances to any unit and the percentages of common expenses and common surplus. No change shall materially affect the rights of Buyer of the value of the unit.

Seller shall furnish a title insurance commitment to Buyer at closing subject to the standard printed exceptions and conditions contained in it and to the exceptions contained in the deed as specified below.

At closing Seller shall convey fee simple title to the unit and 1/260th interest in the recreational and parking area by general warranty deed to Buyer subject to the declaration of condominium and its exhibits and any regulations and service contracts in force under the declaration, unpaid real property taxes for the year in which the sale is closed, conditions, restrictions, easements, and other matters now of record or hereafter granted by Seller, zoning or other restrictions regarding use of the unit that are imposed by governmental authorities having jurisdiction, none of which shall prohibit use of the unit as a residence by Buyer, and liens for work or materials furnished at the request of Buyer.

Buyer shall be designated one (1) parking space to the unit being purchased at closing. If the unit purchased is a Supermansion, two (2) parking spaces will be designated at closing.

All mortgages and liens now or hereafter encumbering the unit shall be discharged at closing or, at Seller's option, shall be paid from the proceeds of the sale. All rights of Buyer under this contract are subordinated to the lien of any mortgages placed on the property or the unit before closing.

Buyer is not entitled to possession of his unit for occupancy, storage of goods and furniture or otherwise until this transaction is closed. Upon notice from Seller, Buyer shall promptly make color selections of carpeting, kitchen flooring and kitchen cabinetry, where applicable. If he fails to do so, Seller may do so if necessary to avoid delays in completion. No extras shall be made unless the exact nature and charge or credit therefore are agreed to in writing by the parties. Possession of the unit and the keys to it shall be delivered to Buyer by Seller at closing. (All apartments to be completed per the attached "Standard Specifications").

Ad valorem taxes, less the November discount, shall be prorated to the date transaction is closed.

The following expenses shall be paid by Buyer:

1. Recording the deed.
2. All costs that any mortgagee requires to be paid, including but not limited to documentary stamps and intangible tax for a note and mortgage, charges for prepaid interest, escrow for taxes and insurance, cost of mortgage title insurance, attorneys' fees, if any, all sums or fees deducted from the gross amount of the mortgage and all costs and fees incident to the obtaining or closing of the mortgage loan.
3. Utility deposits for the unit.
4. Buyer shall pay to the Association the assessment for common expenses commencing on the date of closing as set by Seller. The assessment shall be in the amount specified by the prospectus for the unit. The first payment will be prorated for the period beginning with the date Seller closes and ending with the next assessment payment date following the closing.
5. The purchaser will pay to the Bayfront Tower Condominium Association Residential, Inc., at his closing, a sum equal to one (1) month's Common Expense Assessment for his respective unit for the next complete month, plus an amount for the remaining days in the month of closing:

The acceptance of a deed by Buyer shall constitute full performance by Seller and discharge of every agreement and obligation of Seller to be performed under this contract, except those that survive by operation of law.

If Seller is unable to convey the unit in accordance with this contract and Buyer elects to rescind this contract, Seller shall return the payments made by Buyer to him, unless previously forfeited to Seller due to Buyer's default. Upon any required refund being made to Buyer, this contract shall terminate and Seller shall be under no obligation or liability to Buyer for any damages that Buyer may have sustained and neither party shall have any further liability to the other.

Risk of loss to the unit before closing shall be borne by Seller.

THIS CONTRACT AND THE DOCUMENTS INCORPORATED IN IT ARE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY THE PARTIES.

NOTICES: Notice under this contract shall be in writing and may be furnished by delivery or by certified registered mail addressed to Seller at Suite 300, Bayfront Tower, One Beach Drive, St. Petersburg, Florida 33701. When notice furnished by mail, it shall be effective and time periods concerning it shall begin when it is deposited in the United States mail properly addressed with sufficient postage to reach its point of destination.

Any legal proceeding under this contract shall be brought in a state court of competent jurisdiction in Pinellas County, Florida.

Earnest Money Deposit as acknowledged above:____ _____

BY:_____

I hereby agree to purchase the above described property at the price and upon the terms and conditions above set forth.

WITNESSES:

_____ X_____

_____ X_____

Attest: Accepted by:

_____ First St. Petersburg Service Corporation-Seller
Secretary

000490

1505 A... 1 Beach Drive ... St. Petersburg ... Florida 33701
29 sto... 15 1865

1st Floor	x	x	x	x	2	2		x	Library
2nd Floor									

Kitchen Equipment: X Refrigerator X Range/Oven X Disposal X Dishwasher X Fan Hood Compactor Washer Dryer
Service Features
Assigned Parking: No. 1 Type Covered Assigned X Owned Commercial Spaces Valet parking

UNIT SKETCH (optional)

UNIT RATING	Good	Avg	Fair	Poor
Location within project or view	X			
Room size and layout	X			
Adequacy of closets and storage	X			
Kitchen equipment, cabinets and workspace	X			
Storage (not incl. in closets or horizontal)	X			
Condition of improvements	X			
Plumbing—adequacy and condition	X			
Electrical—adequacy and condition	X			
Overall livability	X			
Appeal and Marketability	X			

Effective Age New Years Estimated Remaining Economic Life 50 Years

Comments (favorable or unfavorable including any functional or physical inadequacies, repairs needed, modernization, etc.)

Unit Charge $ 186.63 /Mo. x 12 = $ 2239.56 /yr. is 1.20 /Sq. Ft./year of livable area. Ground Rent (if any) $ /yr.
Project operating expense and replacement budget
To properly maintain the project and provide the services anticipated, the budget appears ☐ High ☒ Adequate ☐ Inadequate
Compared to other competitive projects of similar quality and design subject unit charge appears ☒ High ☐ Reasonable ☐ Low
Management Group ☐ Owners Association ☒ Management Agent ☐ Other
ality of Management and/or enforcement of Rules and Regulations appears ☒ Superior ☐ Good ☐ Adequate ☐ Inadequate
Comment
Special or unusual characteristics, known to the Appraiser, in the Condo Documents that would affect marketability (if none, so state)

The market data selected are the most recent sales of properties, similar and proximate to subject, known to the undersigned, that a buyer of such properties would have given consideration to purchasing. When appraising a unit in a new or newly converted project, the appraiser, whenever possible, should select at least two comparable sales outside the project instead of initial sales within subject project.

LIST ONLY THOSE ITEMS THAT REQUIRE ADJUSTMENT

ITEM	Subject Property	COMPARABLE No. 1		COMPARABLE No. 2		COMPARABLE No. 3	
Address	1 Beach Drive Unit 1505	1 Beach Drive Unit 1405		1 Beach Drive Unit 1005			
Proximity to Subj.		Same complex		Same complex			
Sale date (Time adj.)	DESCRIPTION	DESCRIPTION 5/6/79	(+-) $ Adjustment	DESCRIPTION 8/78	(+-) $ Adjustment	DESCRIPTION	(+-) $ Adjustment
Project location							
Unit location or view	Bayview	Bayview		Bayview			
Room count and livable area	Total / Bdrms / Baths 6 / 2 / 2 — 1865 Sq. Ft.	Total / Bdrms / Baths 6 / 2 / 2 — 1865 Sq. Ft.		Total / Bdrms / Baths 6 / 2 / 2 — 1865 Sq. Ft.		Total / Bdrms / Baths — Sq. Ft.	
Age/condition	New	New		New			
Amenities	Luxury	Luxury		Luxury			
Parking facilities	1 Covered	1 Covered		1 Covered			
Common elements and Rec. facilities	Excellent	Excellent		Excellent			
Mo. Assessment	186.63	186.63		186.63			
Leasehold Fee Simple	Fee simple	Fee simple		Fee simple			
Sales concessions or Financing							
Sales Price	$ 106,000		$ 109,000		$ 111,000		$
Per Comparable area	$ 56.84 ℗		$ 58.45 ℗		$ 59.52 ℗		$ ℗
Net Adj. (+-)			$ -0-		$ -0-		$
Indicated Value of Subject			$ 109,000		$ 111,000		$

INDICATED VALUE BY MARKET DATA APPROACH $
INDICATED VALUE BY INCOME APPROACH (if applicable) Est. Market Rent $ /Mo. x Gross Rent Multiplier = $
This appraisal is made subject to:

Correlation and Comments Subject is a large 2 bedroom, 2 bath apartment with a view of Tampa Bay. Subject sold below market value.

I certify, that to the best of my knowledge and belief, the statements made in this report are true and I have not knowingly withheld any significant information that I have personally inspected subject property, both inside and out, and the comparable sales and rental data indicated above; that I have no interest, present or contemplated, in subject property or the participants in the sale; that neither the employment nor compensation to make said appraisal is contingent upon my value estimate; and that all contingent and limiting conditions are stated herein (*). Title is assumed to be good and marketable
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF June 6, 19 79 to be $ 110,000
(*) ☐ Certification and Statement of Limiting Conditions ☐ Title with client ☐ attached

Appraiser(s) Signature J. Thomas Fenimore Jr. 000491

APPRAISAL REPORT - INDIVIDUAL CONDOMINIUM OR PUD UNIT

PROPERTY IDENTIFICATION

File No. 81033

Borrower(s): Crepe Trust

Property Address: 1 Beach Drive Apt. 1505

City: St. Petersburg County: Pinellas State: Florida Zip Code: 33701

Legal Description: Apartment 1505, Bayfront Towers

Interest or common elements:

Purchase Price: $ 106,000 Date of Sale: March 6, 1979 Loan Requested $: 84,800

Terms of Sale:

Property Being Appraised: X Condo PUD X Fee Leasehold (Attach completed Lease Analysis FHLMC Form 465)

Unit occupied by:

Lender: Florida Federal Savings & Loan For access call:

Lender's Address: P. O. Box 1509, St. Petersburg, FL 33731

Purpose of Appraisal: To estimate the current Market Value of the Subject Property. The Definition of Market Value is as set forth in FHLMC Sellers' Guide, Conventional Whole Loans, or as attached.

(2) Complete FHLMC Form 465 X Page 1 X Page 2 Addendum A Addendum B

(3) If the Condominium Project is incomplete, complete the Attached FHLMC Form 466 Page 2 Addendum A Addendum B

(4) Other:

Appraisal requested from: Main Office Date: May 31, 1979 By: Linda Harling

INSTRUCTIONS

FHLMC does not consider the Cost Approach to be appropriate in the appraisal of an individual Condominium or PUD Unit; however, if the lender or appraiser desires, a Cost Approach may be attached. The following outlines the appraisal documentation required on each Condominium or PUD Unit loan submitted to FHLMC for purchase. Except as noted below, in Addendum B, each item must be signed by an appraiser approved by the Seller Servicer submitting the loan to FHLMC for purchase. It is preferred, but not required, that each of these pages be signed by the same appraiser.

INDIVIDUAL CONDOMINIUM OR PUD UNIT (Page 1)

An original, signed, and bearing a current date must be submitted with each individual loan.

Updated the submission, the Seller/Servicer may submit a clearly reproduced signed copy of the following pages, if required, provided each is dated within 2 months of the date of the estimate of Market Value of the individual Unit. If reproduced copies of Page 2, Addendum A, or Addendum B are furnished the Appraiser and submitted to FHLMC, the Appraiser who signs the Individual Condominium or PUD Unit (Page 1) should note in the Comments section below any significant changes that he observes when making his inspection.

NEIGHBORHOOD AND PROJECT DESCRIPTION (Page 2)

No page must be submitted with each individual loan.

PROJECT ANALYSIS (ADDENDUM A)

No page must be submitted ONLY if less than 70% of the individual units in the project or section/phase have been sold. To establish this 70% requirement, sale under an option to purchase contract cannot be counted, and multiple sales to one owner must be counted as one sale.

A section/phase is one established by the Condo/PUD documents and of sufficient size to contain an adequate number of units to support any common amenity or recreational facility which are included in the sale price or appraised value of an individual unit. Subject section/phase may be combined with other condominium units and occupied project to meet these requirements provided all are under a common Owners Association.

ANALYSIS OF ANNUAL OPERATING BUDGET AND RESERVES (ADDENDUM B)

This page must be submitted ONLY if the project or section/phase has not been operated and managed by the Owners Association for at least 3 years. The analysis must be completed initially by the Developer, Owners Association or Management Agent. The completed budget must be reviewed by the Seller Servicer. It can be prepared by a staff member of the Seller Servicer, a property manager or an appropriate alternate, provided the person who signs is qualified, in the opinion of the Seller/Servicer, to make the required analysis.

COMMENTS SECTION

FOR INTERNAL USE ONLY

19 Signature(s)

ATTACH DESCRIPTIVE PHOTOGRAPHS OF EXTERIOR OF SUBJECT PROPERTY AND STREET SCENE

blm

Rev. 5-76

OMB NO. 63-R-1501

FLORIDA FIRST SERVICE CORPORATION

DISCLOSURE/SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

B. TYPE OF LOAN
1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV UNINS
4. ☐ VA 5. ☐ CONV INS

6. File Number: FS-6299
7. Loan Number: 3-54260
8. Mortgage Insurance Case Number:

4. This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

E. NAME OF BORROWER/BUYER	E. NAME OF SELLER:	F. NAME OF LENDER
HARLES S. SOKOLOFF, as Trustee	FLORIDA FIRST SERVICE	FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
Beach Drive Unit #1505 t. Petersburg, Fl 33701	FLORIDA FIRST SERVICE CORPORATION P.O. Box 1509, St. Petersburg, Fla. 33731	07/16/79
	PLACE OF SETTLEMENT: BY MAIL	

J. SUMMARY OF BORROWER/BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER/BUYER	
101. Contract sales price	106000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	851.64
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109. Maint. 07/16/79-08/01/79	106.85
110. Maint. 08/01/79-09/01/79	207.02
111. Extras	1697.00
112.	
120. GROSS AMOUNT DUE FROM BORROWER/BUYER	108862.51
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER/BUYER	
201. Deposit or earnest money	10600.00
202. Principal amount of new loan(s)	84800.00
203. isting loan(s) taken subject to	
204. plication fee	
205. Mortgage interest credit to: / /	
206. Cr. to Buyer	64.62
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes 01/01/79 to 07/16/79	681.69
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER/BUYER	96146.31
300. CASH AT SETTLEMENT FROM/TO BORROWER/BUYER	
301. Gross amount due from borrower (line 120)	108862.51
302. Less amounts paid by/for borrower (line 220)	96146.31)
303. CASH (☐ FROM) (☐ TO) BORROWER/BUYER	12716.20

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	106000.00
402. Personal property	
403. Maint. 07/16/79-08/01/79	106.85
404.	
405. Extras	1697.00
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	107803.85
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	2990.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	54600.04
505. Payoff of second mortgage loan	
506. Deposit to seller	
507. Parking & Rec. Facility	5000.00
508. Cr. to Buyer	64.62
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes 01/01/79 to 07/16/79	681.69
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	63336.35
600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	107803.85
602. Less reductions in amount due seller (line 520)	63336.35)
603. CASH (☐ TO) (☐ FROM) SELLER	44467.50

24 REV. 3-79

L. SETTLEMENT CHARGES

	PAID FROM BORROWER/BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
TOTAL SALES/BROKER'S COMMISSION based on price $106000.00 @ 02 %=		
Division of Commission (line 700) as follows:		
$ 2120.00 to Growth Financial Service Corp.		
$ to		
Commission paid at Settlement		2120.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801 Origination Fee %		
802 Loan Discount %		
803 Appraisal Fee to	125.00	
804 Credit Report to		
805 Lender's Inspection Fee		
806 Mortgage Insurance Application Fee to		
807 Assumption Fee		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901 Interest from 07/16/79 to 07/31/79 @ $ 21.49 /day	343.84	
902 Mortgage Insurance Premium for months to		
903 Hazard Insurance Premium for years to		
904 Flood Insurance Premium for / year to		
1000. RESERVES DEPOSITED WITH LENDER		
1001 Hazard insurance months @ $ per month		
1002 Mortgage insurance months @ $ per month		
1003 City property taxes months @ $ per month		
1004 County property taxes months @ $ per month		
1005 Annual assessments months @ $ per month		
1006 Flood insurance months @ $ per month		
1007 months @ $ per month		
1100. TITLE CHARGES		
1101 Settlement or closing fee to		
1102 Abstract or title search to		
1103 Title examination to		
1104 Title insurance binder to		
1105 Document preparation to		
1106 Notary fees to		
1107 Attorney's fees to		
(includes above items numbers;		
1108 Title Insurance to	60.00	424.40
(includes above items numbers;		
1109 Lender's coverage $		
1110 Owner's coverage $		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201 Recording fees: Deed $ 7.00 ; Mortgage $ 19.00 ; Release $ 1.00	26.00	11.00
1202 State tax/stamps: Deed $ 318.00 ; Note $ 127.20	127.20	318.00
1203 State Surtax: Deed $ 116.60 ; Intangible tax mortgage $ 169.60	169.60	116.60
1204		
1300. ADDITIONAL SETTLEMENT CHARGES		
1301 Survey to		
1302 Pest Inspection to		
1303		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	851.64	2990.00

NOTE: CHARGES FOR WATER, GAS, ELECTRICITY, TAXES ON PERSONAL PROPERTY, LICENSE OR GARBAGE TAXES NOT ADJUSTED. FLORIDA FIRST SERVICE CORPORATION ASSUMES NO LIABILITY FOR THESE ITEMS.

ACCEPTED THIS _____ DAY OF _____ 19____

000491

Charles S. Sola Jr. as trustee

SELLER BUYER

CLOSING STATEMENT

LOAN NO. 3-54260

DATE July 16, 1979

BY CHARLES S. SOKOLOFF, as Trustee

PROPERTY ADDRESS 1 Beach Drive Unit #1505 St. Petersburg, Fl 33701

LEGAL DESCRIPTION Unit #1505, BAYFRONT TOWER CONDOMINIUM

AMOUNT OF LOAN		$ 84800.00
INTEREST From 07/16/79 thru 07/31/79	$ 343.84	
APPLICATION FEE		
DEPOSIT BY BORROWER TO PROVIDE FUNDS FOR CONSTRUCTION		
LOAN EXPENSES:		
LOAN POINTS		
APPRAISAL	125.00	
INSPECTION FEE		
LEGAL FEE		
SURVEY		
DOCUMENTARY STAMPS	127.20	
INTANGIBLE TAX	169.60	
CREDIT REVIEW FEE		
RISK INSURANCE		
MORTGAGE TITLE INSURANCE OR ABSTRACT FEE	60.00	
RECORDING FEES Mortgage	19.00	
OTHER		
Recorded	7.00	
Amount Proceeds	83948.36	
DEPOSIT FOR ESCROW ACCOUNT:		
____ MOS @ $ ____ PER MONTH		
1ND INS ____ MOS @ $ ____ PER MONTH		
FLOOD INS ____ MOS @ $ ____ PER MONTH		
RISK INS ____ MOS @ $ ____ PER MONTH		
	$ 84800.00	$ 84800.00

A COVENANT OF THE MORTGAGE CALLING FOR MONTHLY PAYMENTS EQUIVALENT TO 1/12 OF THE ESTIMATED ANNUAL TAXES ASSESSMENTS AND INSURANCE PREMIUMS HAS BEEN CALLED TO OUR ATTENTION. AND WE UNDERSTAND AND AGREE THAT NO INTEREST SHALL BE PAID BY THE MORTGAGEE ON THE SUMS SO PAID PURSUANT TO THAT PARAGRAPH.

WE ACKNOWLEDGE RECEIPT OF NOTICE OF OUR RIGHT TO RESCIND THIS TRANSACTION AND DO NOT WISH TO EXERCISE OUR RIGHT AND HAVE GIVEN NO NOTICE TO THIS EFFECT _____ (MUST BE SIGNED FOR RESCINDABLE TRANSACTION).

THE ABOVE STATEMENT IS HEREBY APPROVED AND FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION IS AUTHORIZED AND DIRECTED TO MAKE DISBURSEMENTS AS SHOWN ABOVE AND TO DEDUCT THE ABOVE AMOUNTS FROM MONIES DUE THE UNDERSIGNED.

COPY OF THIS STATEMENT RECEIVED

Charles S. Sokoloff, as trustee (SEAL)
CHARLES S. SOKOLOFF, as Trustee

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

MONTHLY PAYMENTS TO BEGIN 1st September 1979

WITH INTEREST RATE OF 9.25 % 348 TERM

PRINCIPAL AND INTEREST $ 702.19

INSURANCE FLOOD

INSURANCE HAZARD

INSURANCE RISK

TOTAL PAYMENTS $ 702.19

PAYMENTS NOT RECEIVED WITHIN 15 DAYS FROM DUE DATE ARE SUBJECT TO A LATE CHARGE OF 4% OF MONTHLY PRINCIPAL AND INTEREST PAYMENT

204 6.79

000495

NOTE

US $ 84800.00 _____, Florida
CITY

July 16, 19 79

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Florida Federal Savings and Loan Association, or order, the principal sum of Eighty Four Thousand Eight Hundred and No/100 Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.25 percent per annum. Principal and interest shall be payable at P. O. Box 1509, St. Petersburg, Florida 33731, or such other place as the Note holder may designate, in consecutive monthly installments of Seven Hundred Two and 19/100 Dollars (US $ 702.19), on the 1st day of each month beginning September, 1979. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 1, 2008.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 4 percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may repay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years 4.62500 percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loans years 3.0 percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated July 16, 1979, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note. In this and any related instrument made or executed by the undersigned Trustee, any interested person shall look solely to the subject property and shall have no recourse against the Trustee or any beneficiary or any assets of either, *

Charles S. Sokoloff as Trustee (Seal)
CHARLES S. SOKOLOFF, as Trustee

_____ (Seal)

(If corporation, affix corporate seal.)

_____ (Seal)

1 Beach Drive Unit #1505

St. Petersburg, Fl 33701 _____ (Seal)
PROPERTY ADDRESS

For value received, the undersigned, severally and jointly, assume and promise to pay this note in accordance with the terms and conditions stated therein, by this general endorsement before delivery.

Helen C. Hitz (Seal) Fernand J. St Germain (Seal)
FERNAND J. ST GERMAIN

Richard P. Maurice (Seal) _____ (Seal)

(Execute Original Only) 000496

3r6A260 -(1)6A FAMILY - 6/75 - FANNIE MAE/FREDDIE MAC UNIFORM INSTRUMENT

IMENTARY TAX HAS BEEN PAID AND THE PROPE
STAMPS ATTACHED TO THE MORTGAGE SECURING TH NOTE.

...d or pledged for the payment or performance of any debt,

79144267

Florida Federal Savings
and Loan Association

MORTGAGE

This instrument was prepared by:
BETTY CROCKETT
FLORIDA FIRST SERVICE CORPORATION
Suite 330, One Beach Drive
St. Petersburg, Florida 33701

THIS MORTGAGE is made this 30th day of July, 19 79, between the Mortgagor, CHARLES S. SOKOLOFF, as Trustee under indenture of Trust dated Feb. 28, 1972.
(herein "Borrower"), and the Mortgagee, Florida Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is St. Petersburg, Florida (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Four Thousand Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2008;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of PINELLAS, State of Florida:

19 19136527 7E D I. 27587S
40 19.00
41 127.20 DS
43 169.60
315.80 CK

See Exhibit "A" attached hereto for legal description.

FLORIDA
STAMP TAX
127.20
BY

AUG 30 1979
LOAN AUDIT

Aug 27 8 07 PM '79
CLERK CIRCUIT COURT

Intangible Tax Paid, Amount $ 169.60
Harold Mulmore, Clerk Circuit Court
By _____ Deputy Clerk

which has the address of 1 Beach Drive Unit #1505 (STREET) St. Petersburg, Fl 3370 (CITY)
(herein "Property Address");
(STATE AND ZIP CODE)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable l Borrower shall pay the amount of all mor ' insurance premiums in the manner provided under paragraph 2 hereo.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided at Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to entry of a judgment enforcing th[illegible]rigage if: (a) Borrower pays Lender all su[illegible]ich would be then due under this Mortgage, the Note and notes secu[illegible] Future Advances, if any, had no accelerat[illegible]occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option within twenty years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US$ none.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Attorney's Fees. As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

* The Trustee is executing this Mortgage in his capacity as Trustee of the aforesaid Trust and not in an individual capacity.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

/Lorraine L. DuHamel

/Claudette Lussier Lord

/Chauncey S. Sokoloff, as trustee (Seal) —BORROWER
CHARLES S. SOKOLOFF, as Trustee

_____ (Seal) —BORROWER

_____ (Seal) —BORROWER

_____ (Seal) —BORROWER

_____ (Seal) —BORROWER

STATE OF ~~XXXXXX~~ RHODE ISLAND County as: PROVIDENCE

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared

CHARLES S. SOKOLOFF, as Trustee under indenture of Trust dated Feb. 28, 1972.

, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 27th day of July, 19 79

My Commission expires: June 30, 1981

/Dorothy A. Rapkin NOTARY PUBLIC

(SEAL)

(Space Below This Line Reserved For Lender and Recorder)

3-54200

EXHIBIT "A"

Unit 1505 from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with an undivided .3243% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

A 1/260th undivided interest in Units 2801, 2802, 2803 and 2901, from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 5.7781% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon above described land;

A 1/260th undivided interest in Units 3P1 through 3P6 inclusive, 4P1 through 4P68 inclusive, 5P1 through 5P68 inclusive, 6P1 through 6P68 inclusive, 7P1 through 7P68 inclusive from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 8.169% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

CONDOMINIUM RIDER

3-5400

THIS CONDOMINIUM RIDER is made this 16th day of July, 19 79 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the security instrument and located at 1 Beach Drive Unit #1505 St. Petersburg, Fl. 33701
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as BAYFRONT TOWER
(Name of Condominium Project)
(herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider. *

Charles S. Sokoloff as Trustee
CHARLES S. SOKOLOFF, as Trustee —Borrower

—Borrower

*In this and any related instrument made or executed by the undersigned Trustee, any interested person shall look solely to the subject property and shall have no recourse against the Trustee or any beneficiary or any assets of either, other than as specifically mortgaged or pledged, for the payment or performance of any debt, note, mortgage, judgment, decree or any other obligation, except as any beneficiary may specifically enter into a guaranty of any such obligation.

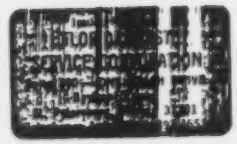
STEWART TITLE
GUARANTY COMPANY

ESTABLISHED 1896

INCORPORATED 1908

A NAME
RECOGNIZED NATIONALLY
FOR MORE THAN 75 YEARS
AS BEING
SYNONYMOUS WITH

SAFETY



STEWART TITLE
GUARANTY COMPANY

P. O. Box 2029
Houston, Texas 77001

000503

POLICY
OF
TITLE
INSURANCE

395

T1 LOAN POLICY – Amended 10-17-70

3-54260

POLICY OF TITLE INSURANCE ISSUED BY

FS-6299

STEWART TITLE
GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured Mortgage and is based upon
   a. usury, or
   b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

RECEIVED

NOV 30 1979

LOAN AUDIT

NOV 30 1979

FLORIDA FIRST SERVICE CORPORATION
Countersigned:

Authorized Countersignature

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

STEWART TITLE
GUARANTY COMPANY

Carlos Morris
Chairman of the Board

Stewart Morris
President

000501

Page 1 of
Policy Serial No. M 594978

002

ALTA LOAN POLICY - Amended 10-1-

SCHEDULE A

Order No.: FS-6299

Date of Policy: August 27, 1979

Policy No.: M594978

Amount of Insurance: $ 84800.00

Loan No.: 3-54260

1. Name of Insured
   FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is: Fee Simple

3. The estate or interest referred to herein is at Date of Policy vested in:

   CHARLES S. SOKOLOFF, as Trustee

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

   Mortgage executed by:
   CHARLES S. SOKOLOFF, as Trustee
   in favor of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION
   recorded August 27, 1979 in O.R. Book 4904, Page 412,
   Public Records of Pinellas County, Florida
   in the original amount of $ 84800.00

5. The land referred to in this policy is in the County of PINELLAS
   State of FLORIDA , and is described as follows:

See Exhibit "A" attached hereto for legal description.

000505

STEWART TITLE
GUARANTY COMPANY

ALTA LOAN POLICY - Amended 10/75

SCHEDULE B
PART I

Policy No.: M594978

This policy does not insure against loss or damage by reason of the following:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
2. Taxes for the year 19 79and subsequent years.
3. Restrictive covenants affecting the above described property.
   a) Declaration of Condominium recorded in O.R. Book 3607, Pages 239 thru 385; re-filed in O.R. Book 3609, Pages 674 thru 716, amended in O.R. Book 4254, Pages 1110 thru 1259, and amended in O.R. Book 4313, Pages 1353 thru 1508 and further amended in O.R. Book 4685, Page 1576 thru 1577, Public Records of Pinellas County, Florida.
4. Easements recorded at plat; in Declaration of Condominium and amendments and in favor of Florida Power Corporation recorded in O.R. Book 4191, Page 1324, as re-filed in O.R. Book 4465, Page 370, Public Records of Pinellas County, Florida.
5. A perpetual and non-exclusive easement in common with all other owners of undivided interest in the improvements upon the land herein described.

Subordinate matters, if any, are not shown herein.

000506

STEWART TITLE
GUARANTY COMPANY

EXHIBIT "A"

Unit 1505 from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with an undivided .3243% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

A 1/260th undivided interest in Units 2801, 2802, 2803 and 2901, from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 5.7781% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon above described land;

A 1/260th undivided interest in Units 3P1 through 3P6 inclusive, 4P1 through 4P68 inclusive, 5P1 through 5P68 inclusive, 6P1 through 6P68 inclusive, 7P1 through 7P68 inclusive from the condominium plat of Bayfront Tower Condominium, according to Condominium Plat Book 21, Pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O. R. Book 4313, Page 1353, as Clerk's Instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 8.169% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy

1 Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation

2 Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy

3 Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by the policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder (c) resulting in no loss or damage to the insured claimant (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material)

4 Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean

(a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 3(a) of these Conditions and Stipulations

(b) "insured claimant": an insured claiming loss or damage hereunder

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": those records which by law impart constructive notice of matters relating to said land

2. CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE

(a) This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured, and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness at the time of acquisition of such estate or interest in the land, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty

(b) The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured

3. DEFENSE AND PROSECUTION OF ACTIONS – NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under the policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred

(continued and concluded on last page of this policy)

000509

CONDITIONS AND STIPULATIONS Continued

(continued and concluded from reverse side of Policy Face)

4. NOTICE OF LOSS – LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorney's fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant, or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof, or

(iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon, or

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice, (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto, provided, however, such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77001, and identify this policy by its printed POLICY SERIAL NUMBER which appears on the bottom of the front of the first page of this policy. The use of AIR MAIL for these notices and statements will expedite and aid proper handling of claims hereunder.

13. The premium specified in Schedule A is the entire charge for acceptance of risk. It includes charges for title search and examination if same is customary or required to be shown in the state in which the policy is issued.

Valid Only If Schedules A and B Are Attached

STEWART TITLE
GUARANTY COMPANY

000509

79144265

4904 PAGE 406

This instrument prepared by:
BETTY CROCKETT
FLORIDA FIRST SERVICE CORPORATION
Suite 300, One Beach Drive
St. Petersburg, Florida 33701

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 27th day of July, 19 79, A.D., by FLORIDA FIRST SERVICE CORPORATION, formerly known as FIRST ST. PETERSBURG SERVICE CORPORATION, a Florida corporation, and having its principal place of business in the County of Pinellas and State of Florida, hereinafter called the "Grantor" to CHARLES S. SOKOLOFF, as TRUSTEE under indenture of Trust dated February 28, 1972 * whose mailing address is Unit 1505, Bayfront Tower, One Beach Drive, St. Petersburg, Florida 33701, of the County of Pinellas and the State of Florida, hereinafter called the "Grantee".

(Whenever used herein, the terms "Grantor" and "Grantee" shall be construed to include the masculine, feminine, singular or plural as the context indicates, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

19 19136565 76 0001. 27AG79
40 10.00
41 303.00 DS
42 111.10 ST
424.10 CK

W I T N E S S E T H :

That the Grantor, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property located in Pinellas County, Florida, viz:

Unit No. 1505, from the condominium plat of Bayfront Tower Condominium, according to condominium Plat Book 21, pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O.R. Book 4313, Page 1353, as Clerk's instrument No. 75096347, Public Records of Pinellas County, Florida, together with an undivided .3243 % share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

AUG 27 8 07 PM '79
CLERK CIRCUIT COURT
PINELLAS CO., FLORIDA

This deed shall not be severable from the parking and recreational interest acquired by FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, should Grantee hereafter convey this unit to a third party.

And, the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that it has good right and lawful authority to sell and convey said property; that it hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free of all encumbrances, less and except the following:

1. Taxes and assessments for the year 1979, and subsequent years.
2. Subject to a Florida Power Corp. easement, recorded in O.R. Book 4191, page 1324, and as per plat, Public Records of Pinellas County, Florida.
3. Declaration of Condominium of BAYFRONT TOWER CONDOMINIUM, a Condominium filed July 29, 1975, in O.R. Book 4313, Page 1353, as Clerk's instrument No. 75096347, Public Records of Pinellas County, Florida; together with the Bylaws of Bayfront Tower Condominium Association Residential, Inc., a Florida corporation.

DOCUMENTARY SURTAX 111.10
FLORIDA
AUG 27 79
PINELLAS COUNTY

STATE OF FLORIDA
STAMP TAX

15424

RETURN TO:
FLORIDA FE...
Surface & ...

0005.10

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year first above written.

FLORIDA FIRST SERVICE CORPORATION

1970 (CORPORATE SEAL)

BY: _____
Vice President

Signed, Sealed and Delivered in the Presence of:

_____

_____

ATTEST: _____
Assistant Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 22nd day of August, 19 79, by Gerald E. Metko and Betty Crockett, Vice President and Asst. Vice President, respectively, of FLORIDA FIRST SERVICE CORPORATION, a Florida corporation, on behalf of the corporation.

My Commission Expires:

_____
Notary Public

Notary Public, State of Florida at Large
My Commission Expires APR. 9, 1982

Grantee hereby agrees to be bound by all provisions of the Condominium documents as set forth herein and to keep and perform all of the obligations of a unit owner as provided herein. *

_____
Grantee Charles S. Sokoloff, as Trustee

_____
Grantee

STATE OF ~~FLORIDA~~) RHODE ISLAND
COUNTY OF ~~PINELLAS~~) PROVIDENCE

The foregoing instrument was acknowledged before me this 27th day of July, 19 79, by Charles S. Sokoloff, as Trustee and _____, as Grantees of this Deed.

My Commission Expires: June 30, 1981

_____
Notary Public

Notary to sign
date, appear seal

*This and any related instrument made, executed, or accepted by the undersigned Trustee is entered into solely in his fiduciary capacity and any interested person shall have no recourse against said Trustee or his personal assets, with respect to any obligations relating thereto or arising therefrom.

EXHIBIT "A" O.R. 504 PAGE 408

** Full power and authority is granted by this deed to the Grantee or its successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it.

In no case shall any party dealing with the Grantee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Grantee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Grantee or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Grantee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this indenture and by the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and is binding upon all beneficiaries under such instruments, (c) that Grantee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instruments and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Grantee in connection with the real estate may be entered into by it in the name of the then beneficiaries under the Trust Agreement, as their attorney in fact by this deed irrevocably appointed for such purpose; or, at the election of the Grantee in its own name as trustee of an express trust and not individually, and Grantee shall have no obligation whatsoever with respect to any such contracts, obligation or indebtedness except only so far as the trust property, and funds in the actual possession of the Grantee shall be applicable for its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each and every beneficiary under this deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary under this deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from such real estate aforesaid.

RETURN TO:
FLORIDA FEDERAL
Savings & Loan
[illegible]

000512

79144266

WARRANTY DEED

RETURN TO:
LETTY CROCKETT
FLORIDA FIRST SERVICE CORPORATION
Suite 300, One Beach Drive
St. Petersburg, Florida 33701

O.R. 4904 PAGE 409

THIS WARRANTY DEED, made and executed this 27th day of July, 1979, A.D. by FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, and having its principal place of business in the County of Pinellas and State of Florida, hereinafter called the "Grantor" to CHARLES S. SOKOLOFF, as TRUSTEE under indenture of Trust dated February 28, 1972* whose mailing address is Unit 1505, Bayfront Tower, One Beach Drive, St. Petersburg, Florida 33701, of the County of Pinellas and the State of Florida, hereinafter called the "Grantee".

(Whenever used herein, the terms "Grantor" and "Grantee" shall be construed to include the masculine, feminine, singular or plural as the context indicates, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

19 19136568 76 0001. 27AG79
40 10.00
41 15.00 DS
42 5.50 ST
30.50 CK

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property located in Pinellas County, Florida, viz:

A 1/260th undivided interest in Units 2801, 2802, 2803 and 2901, from the condominium plat of Bayfront Tower Condominium, according to condominium Plat Book 21, pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O.R. Book 4313, pages 1353, as Clerk's instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 5.7781% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon above described land;

Together with:

A 1/260th undivided interest in Units 3P1 through 3P6 inclusive, 4P1 through 4P68 inclusive, 5P1 through 5P68 inclusive, 6P1 through 6P68 inclusive, 7P1 through 7P68 inclusive, from the condominium plat of Bayfront Tower Condominium, according to condominium Plat Book 21, pages 72 through 87, Public Records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed July 29, 1975, in O.R. Book 4313, pages 1353, as Clerk's instrument No. 75096347, Public Records of Pinellas County, Florida, together with a 1/260th undivided 8.1696% share in the common elements appurtenant thereto. A perpetual and non-exclusive easement in common with, but not limited to, all other owners of undivided interest in the improvements upon the land above described, for ingress and egress and use of all public passageways, as well as common areas and facilities upon the land above described.

DOCUMENTARY SURTAX 05.50 FLORIDA PD. 1006 AUG2779 DEPT. OF REVENUE

154243

PINELLAS COUNTY

AUG 27 8 07 PM '79

CLERK CIRCUIT COURT PINELLAS CO. FLORIDA

009513

FLORIDA

EXHIBIT "A" OR 104 PAGE 411

** Full power and authority is granted by this deed to the Grantee or its successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it.

In no case shall any party dealing with the Grantee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Grantee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Grantee or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by the Grantee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this indenture and by the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and is binding upon all beneficiaries under such instruments, (c) that Grantee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instruments and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Grantee in connection with the real estate may be entered into by it in the name of the then beneficiaries under the Trust Agreement, as their attorney in fact by this deed irrevocably appointed for such purpose, or, at the election of the Grantee in its own name as trustee of an express trust and not individually, and Grantee shall have no obligation whatsoever with respect to any such contracts, obligation or indebtedness except only so far as the trust property, and funds in the actual possession of the Grantee shall be applicable for its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

The interest of each and every beneficiary under this deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary under this deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from such real estate aforesaid.

FIRST SERVICE

First [illegible]ersburg
Servic[illegible] Corporation

Suite 300
1 Beach Drive
St. Petersburg, Florida 33701

Telephone 813-893-1551

March 6, 1979

The Honorable Fernand St. Germain
Member of Congress
700 Seventh Street SW, Apt. 712
Washington, DC 20024

Dear Congressman:

Following our conversation of the other day, I would like to propose for purchase unit #1505 at Bayfront Tower. Literature is enclosed which will further describe the project and that particular unit.

The sale price would be $106,000. Financing would be an 80% mortgage of $84,800, 20% down would be $21,200. The mortgage would be for a term of 29 years at a rate of 9¼%, no points. The payments would be approximately $703 per month for principal and interest. The maintenance fee for this unit is $207.02 per month. You can see by the enclosed literature what the maintenance fee includes. The taxes are estimated at $1,249 per annum. The closing would be within 90 days from the date of the contract. The above is contingent upon our securing a $1,000 earnest money deposit with the balance of 10% of the purchase price due within 15 days of the date of the contract. In order to take advantage of this interest rate, we will need an answer prior to or on March 16.

This is one of our better apartments and could certainly be considered an excellent investment. I hope you would have the opportunity to come visit the project. If that is not possible, let me know and we will hold the unit for you.

Warm regards.

Cordially,

Joseph T. Lettelleir

JTL/tlh
Enclosures

000515

TOBIN, LEROY & SILVERSTEIN
a professional corporation
INDUSTRIAL BANK BUILDING
PROVIDENCE, RHODE ISLAND
02900
401 274-6300

BENTLEY TOBIN
L. NEIL LEROY
MICHAEL A. SILVERSTEIN
CHARLES S. SOKOLOFF
MAX WISTOW
MATTHEW T. MARCELLO III
MERRILL W. SHERMAN
MICHAEL B. HULMAN
JOHN P. BARTLICK
ROBERT E. STRUZZI

WOONSOCKET OFFICE
HOSPITAL TRUST BUILDING
02895
401 769-1100

July 27, 1979

Congressman Fernand J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island 02895

Re: Bayfront Tower Condominium

Dear Freddie:

I am enclosing the re-executed condominium documents together with the original and a copy of a letter to Joan Lozanoff at Florida Federal Savings.

When you forward or deliver the papers to Florida Federal Savings, I would appreciate your enclosing the original of the letter to Ms. Lozanoff.

Cordially,

Charlie

Charles S. Sokoloff

CSS:DR
Encl.
#7815-3

000516

TOBIN, LEROY & SILVERSTEIN
a professional corporation
INDUSTRIAL BANK BUILDING
PROVIDENCE, RHODE ISLAND
02903
401 274-6300

BENTLEY TOBIN
L. NEIL LEROY
MICHAEL G. SILVERSTEIN
CHARLES S. SOKOLOFF
MAX WISTOW
MATTHEW T. MARCELLO, III
MERRILL W. SHERMAN
MICHAEL B. HULMAN
JOHN P. BARYLICK
ROBERT G. BRUZZI

WOONSOCKET OFFICE
HOSPITAL TRUST BUILDING
02895
401 769-1100

July 27, 1979

Ms. Joan Lozanoff
Loan Counselor
Florida Federal Savings
P. O. Box 1509
St. Petersburg, Florida 33731

Re: Bayfront Tower Condominium - Apartment 1505

Dear Ms. Lozanoff:

Pursuant to our telephone conversation yesterday, I telephoned Roy G. Harrell, Jr. at Harrison, Greene, Mann, Rowe, Stanton & Mastry (hereinafter referred to as "Harrison, et als"), but I was told that he was on vacation and I was referred to Ernest L. Mascara, Esquire.

Mr. Mascara did not wish to alter the exculpatory language, which you had forwarded to me, in any material way; but he did offer to give me the opinion of Harrison, et als to the effect that I, as Trustee, would have no personal liability under the Note and Mortgage. We agreed that the language which you had forwarded could be changed to add a reference to related instruments, that the pronoun "its", referring to me as Trustee, could be changed to "his", and that similar language could be used on the Mortgage and the Rider.

Mr. Mascara indicated that neither Florida Federal Savings nor Harrison et als had any interest in the exculpatory language that I wished to add to the Warranty Deeds.

The newly executed loan and condominium documentation is enclosed and is being delivered to you subject to conditions. First I would ask that you place a dark "X" across the face of each of the documents previously signed and delivered to you and return them either to me or Mr. St. Germain. Secondly, you should hold all of the documents and not record any until such time as I have received the aforementioned opinion letter from Harrison, et als.

Very truly yours,

Charles S. Sokoloff

CSS:dr
Encl.
#7815-3
bcc Congressman Fernand J. St. Germain

000517

410

Florida Federal Savings and Loan Association

AFFIDAVIT OF STATUS OF TITLE

STATE OF FLORIDA)

COUNTY OF)

3-54260

WE (I) hereby certify that we are (I am) the Borrower of premises known as

Unit #1505, BAYFRONT TOWER CONDOMINIUM

and designated as 1 Beach Drive Unit #1505 . St. Petersburg, Fl 33701

in the County of PINELLAS , State of Florida, together with the building or buildings constructed and now located thereon, and that there are now no material or labor liens against said premises, and that there are no claims whatsoever of any kind or description against said premises for which liens could be filed according to the statutes in such cases made and provided. Specifically, we (I) certify further that neither we, nor either of us, have recorded or caused to be recorded, nor posted or caused to be posted, a "NOTICE OF COMMENCEMENT" as contemplated by Section 713.13, Florida Statutes, nor have we, or either of us, received a "NOTICE ON THE OWNER" as contemplated by Section 713.06 (2)(a), Florida Statutes. We, (I) further certify that there are no matters of any nature pending against us, or me, from which any judgment, lien, assessment or other encumbrances upon the title to said property could arise, and that we (I) have neither done, nor caused, nor permitted to be done, any act or thing affecting or changing the status of title of said property since the date of the certification of abstract or the effective date of the mortgagee title commitment, as applicable, with respect to the mortgage which will secure the loan set forth below and which will encumber the property described above. These representations are made under oath to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, and as an inducement to a loan being granted on the above described premises and the disbursing of funds against same by FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION.

Charles S. Sokoloff as Trustee SEAL

CHARLES S. SOKOLOFF, as Trustee

_____ SEAL

Sworn to and subscribed before me this 11th day of July 1979.

My Commission Expires: June 30, 1981

Dorothy A. Rapke

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

Notary to sign & print name & date comm. expires.

000518

93 - 4-79

Florida Federal Savings and Loan Association

NOTICE TO CUSTOMER REQUIRED BY FEDERAL RESERVE REGULATION Z
REAL PROPERTY LOAN: PURCHASE/NONPURCHASE LOAN ON A DWELLING

ME OF BORROWER(S) CHARLES S. SOKOLOFF, as Trustee COMMITMENT NO.

DRESS OF PROPERTY 1 Beach Drive Unit #1505
St. Petersburg, Fl 33701 3-54260

FINANCE CHARGE on this transaction will begin to accrue on the closing date 07/16/79 (est.)

AMOUNT OF THE LOAN in this transaction is $ 84800.00

is the PREPAID FINANCE CHARGE on this transaction which includes:

Loan Points	$		Other	$	
Interest Charge	$	343.84		$	
Risk Insurance Initial Premium	$			$	
Discount (FHA or VA Loan)	$				

Less total PREPAID FINANCE CHARGE $ 343.84

Equals the AMOUNT FINANCED in this transaction $ 84456.16

HARGES EXCLUDABLE from the FINANCE CHARGE in this transaction are:

Survey	$		Recording Fees	$	26.00
Appraisal	$	125.00	Documentary Stamps	$	127.20
Credit Review Fee	$		Intangible Tax	$	169.60
Title Exam. and Document Prep.	$			$	
Mtg. Title Insurance or Abstract	$	60.00			

FINANCE CHARGE on this transaction totals $ 159905.96 and includes:

Interest on regular payments	$	159562.12	Construction Interest Estimate	$	
Prepaid FINANCE CHARGE	$	343.84		$	

ANNUAL PERCENTAGE RATE for this loan transaction is 9.25 %
wever, interest will be charged each month on the unpaid balance of the loan at the contract rate of 9.25 %.

YMENTS of PRINCIPAL and INTEREST shall be in 348 monthly installments of $ 702.19 each, beginning on
first day of September 1, 19 79, and due on the first day of each month thereafter.

TOTAL OF PAYMENTS on this transaction will be $ 244362.12

CURITY INTEREST - This loan is secured by a first mortgage on real property located at
1 Beach Drive Unit #1505 St. Petersburg, Fl 33701
The documents executed in connection with this transaction
so ... certain after-acquired property and stand as security for future advances, the terms for which are described in the documents.

TE CHARGE - In the event a monthly payment is not made within 15 days from the due date, the association will assess a late charge of
of the principal and interest payment. FHA or VA - 4% of total payment.

X PREPAYMENT PENALTY - 1/2 of the contract rate if refinanced during the first three years, 3% if refinanced during the fourth or fifth years.
rst 20% of original balance is exempt from penalty. No penalty after fifth year.

] NO PREPAYMENT PENALTY

SURANCE - The Lender requires the Borrower to obtain and pay for fire and other hazard insurance protecting the property. The Borrower
ay choose the person through whom such insurance is obtained. Life Insurance and Disability Insurance are optional, and if desired, may be
tained through any agent the Borrower chooses. No charge is made for such insurance and no such insurance is provided unless the borrower
gns the appropriate statement below.

desire ☐ MORTGAGE DISABILITY ☐ MORTGAGE LIFE coverage ☐ I DO NOT desire such insurance

ture_____ Signature_____ Date_____ Signature_____

OF FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

Betty Crockett
Closing Agent 7/10/79
TITLE DATE

I (WE) hereby acknowledge receipt of disclosures made in this notice.

Charles S. Sokoloff, as Trustee
CHARLES S. SOKOLOFF, as Trustee

DATE

000519

66-076 O—87——14

L9(,H)

TAMPA LEGAL PROPERTIES
PARTNERSHIP AGREEMENT

	Page
Recitals	1
Article One -- Formation	
1.01 Definitions	2
1.02 Recitals	2
1.03 Formation	2
1.04 Purposes of Partnership	2
1.05 Scope of Partnership	3
1.06 Acquisition of the Property	3
1.07 Title to Real Property	3
1.08 Name of Partnership	3
1.09 Office Location	3
Article Two -- Operations and Responsibilities	
2.01 Voting	3
2.02 Management Committee	4
2.03 Major Events	5
2.04 Express Authority of Management Committee	5
2.05 Accounting; Books and Records	6
2.06 Right to Inspect	6
2.07 Bank Accounts	6
2.08 Meetings of the Partnership	6
2.09 Liability	6
Article Three -- Contribution and Distributions	
3.01 Capital Contributions	6
3.02 Interest on Capital	7
3.03 Capital Accounts	7
3.04 Loans by the Partners	7
3.05 Profits and Losses; Income Tax Allocations	8
3.06 Net Cash Flow	8
Article Four -- Disputes and Defaults	
4.01 Disputes	8
4.02 Defaults	9
Article Five -- Term and Termination	
5.01 Term of Partnership	10
5.02 Dissolution	11
Article Six -- Transfers of Venture Interests	
6.01 Prohibition on Transfer	12
6.02 Buy-Out	13
Article Seven -- Miscellaneous	
7.01 Modification of Agreement	13
7.02 Notices	13
7.03 Governing Law	14
7.04 Binding Effect	14
7.05 Interpretation	14
7.06 Validity	14
7.07 Agreement and Counterpart	14
7.08 Entire Agreement	14
7.09 Severability	14
7.10 Waiver	14
7.11 Specific Performance	14

L9L . (G)

PARTNERSHIP AGREEMENT

THIS IS A PARTNERSHIP AGREEMENT, hereinafter referred to as the Agreement, made and entered into this ____ day of _____, 1981, by and among the following parties:

1. OSCAR BLASINGAME,
2. DANIEL N. BURTON,
3. JOHN M. ELIAS,
4. ZALA L. FORIZS,
5. THOMAS B. FREEMAN,
6. RALEIGH W. GREENE, JR.,
7. ROY G. HARRELL, JR.,
8. ANN L. KERR,
9. SAM H. MANN, JR.,
10. R. DONALD MASTRY,
11. J. PATRICK McELROY,
12. S. MICHAEL OSTOW,
13. JAMES N. POWELL,
14. BILLY L. ROWE,
15. TERRY A. SMILJANICH,
16. ROSS H. STANTON, JR. and
17. THOMAS M. TUCKER

said parties sometimes hereinafter referred to individually as Partner and collectively as Partners.

RECITALS

(A) On or about October 24, 1980, FRED GRAVES, as Seller ("Graves"), and SAM H. MANN, JR. AND/OR ASSIGNS, as Purchaser ("Mann"), entered into a contract for the purchase of that certain real property situate in Tampa, Hillsborough County, Florida, said real property more particularly described in a copy of said contract attached as Exhibit "A", by this reference made a part hereof, and hereinafter referred to as the Graves Contract.

(B) On or about October 10, 1980, ZOE FURMAN AND C. D. FURMAN, JR., as Seller ("Furman"), and ANN L. KERR AND/OR ASSIGNS, as Purchaser ("Kerr"), entered into a contract for the purchase of that certain real property situate in Tampa, Hillsborough County, Florida, said real property more particularly described in a copy of said contract attached hereto as Exhibit "B", by this reference made a part hereof, and hereinafter referred to as the Furman Contract. The real property described in the Graves Contract and the Furman Contract will hereinafter collectively be referred to as the Property.

(C) On or about December 19, 1980, Mann and Kerr assigned all of their interest in the Graves Contract and in the Furman Contract to ANN L. KERR, AS TRUSTEE and SAM H. MANN, AS TRUSTEE (collectively the "Trustees"), copies of the assignments attached hereto as Composite Exhibit "C" and by this reference made a part hereof. On or about the same date, the Trustees exercised their options to purchase under the Graves Contract and the Furman Contract.

(D) On or about January 29, 1981, a closing was held on the Graves Contract and the Furman Contract, wherein the Trustees acquired title to the Property free and clear of all liens except for a purchase money mortgage encumbering that portion of the Property described in the Furman Contract to secure the principal indebtendess of $175,000.00. The Trustees acquired title to the Property on behalf of all the Partners, in that full accord could not be reached on this Agreement until the day and year first above written.

(E) Upon execution of this Agreement by all Partners, and the creation of the partnership contemplated therein, ANN L. KERR, AS TRUSTEE, AND SAM H. MANN, JR., AS TRUSTEE, shall transfer all interests in the Property to the Partnership.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Partners covenant and agree as follows:

ARTICLE ONE - FORMATION

1.01 Definitions. The following definitions and abbreviations shall be used for purposes of this Agreement:

(a) The abbreviations for the parties set forth in the Preamble shall be used for purposes of this Agreement;

(b) The abbreviations and definitions contained in the Recitals shall be used for purposes of this Agreement;

(c) The term "Project" shall mean the manner in which the Partners agree, pursuant to the terms of this Agreement, to develop the Property; and

(d) The term "Partnership" shall mean the partnership formed by this Agreement.

1.02 Recitals. The parties acknowledge and agree that all statements contained in the Recitals are true and correct and the Recitals by this reference are made a part of this Agreement.

1.03 Formation. The parties hereby enter into and form the Partnership for the limited purposes and scope set forth herein, to be governed and controlled by all the terms and conditions hereinafter set forth.

1.04 Purposes of Partnership. The limited purposes of the Partnership are:

(a) To acquire title to the Property pursuant to sections 1.06 and 1.07;

(b) To develop portions of the Property as agreed upon by the Partners pursuant to the terms of this Agreement;

(c) To operate, maintain, sell or otherwise dispose of the Property, in whole or in part, as agreed upon by the Partners pursuant to the terms of this Agreement; and

(d) To carry on any other activities necessary or incidental to the foregoing purposes.

The Partnership shall not engage in any other business or activity.

1.05 Scope of Partnership. The scope of the Partnership shall be limited to the accomplishment of the limited purposes of the Partnership set forth in section 1.04. It is specifically understood and agreed by the Partners that the Partnership extends only to, and is limited to, the rights and obligations under this Agreement, and nothing herein shall in any manner limit the Partners in the carrying on of their respective businesses or activities other than the activities included within the scope of the Partnership. Nothing herein shall deprive or otherwise affect the right of any Partner to own, invest in, manage or operate property or to conduct business activities which are competitive with the business of the Partnership. Provided however, such business or activity of any Partner outside of the Partnership shall not impair the ability of such Partner to carry out its obligations and responsibilities under the terms of this Agreement.

1.06 Acquisition of the Property. ANN L. KERR, AS TRUSTEE, AND SAM H. MANN, JR., AS TRUSTEE, shall convey all interests in the Property to the Partnership, in the name of the Partnership.

1.07 Title to Real Property. Title to all real property shall be held in the name of the Partnership.

1.08 Name of Partnership. The name of the Partnership shall be Tampa Legal Properties and the business and affairs of the Partnership shall be conducted under such name. The Management Committee set forth in section 2.02 shall execute all assumed or fictitious name affidavits and certificates required by Florida law, and shall cause such affidavits and certificates to be filed in the applicable public records required by Florida law.

1.09 Office Location. The principal office of the Partnership shall be at The Tenth Floor, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, or at such location as may be established by the Management Committee.

ARTICLE TWO - OPERATIONS AND RESPONSIBILITIES

2.01 Voting.

(a) Each Partner shall be entitled to one (1) vote, or fractional part thereof, per TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) of initial capital contributed. See section 3.01 for the amounts of the initial capital contributed by the Partners.

(b) All references in this Agreement requiring the participation of a certain percentage of the Partners shall not mean that percentage in number of the Partners, but shall refer to that percentage of the voting rights of the Partners, unless specifically noted to the contrary.

(c) The voting rights set forth in section 2.01(a) above shall not be altered except as follows:

(1) Any new participant in this Partnership as a Partner shall be entitled to the same voting rights as the initial Partners obtained pursuant to section 2.01.

(2) Upon the withdrawal for any reason from the Partnership by any Partner, that Partner's voting rights shall be forfeited and shall not pass to any other Partner; provided, however, if said withdrawing Partner's interest in the Partnership is purchased by any of the other Partners pursuant to section 6.02, then the withdrawing Partner's voting rights shall be apportioned among those Partners purchasing the withdrawing Partner's interest in proportion to the consideration paid by the Partners.

2.02 Management Committee.

(a) The Partners agree and intend that the day-to-day operation of the Partnership for the attainment of the purposes set forth in section 1.04 shall be performed by a management committee consisting of three persons, one of whom shall be selected by Ann Kerr and the other two selected by the majority vote of all Partners other than Ann Kerr, hereinafter referred to as the Management Committee. All decisions of the Management Committee shall be determined by a vote of two of the three members.

(b) The initial members of the Management Committee are:

ANN L. KERR

_____

_____

_____

SAM H. MANN, JR.
R. DONALD MASTRY
Greene, Mann, Rowe, Stanton, Mastry & Burton
Tenth Floor, Florida Federal Building
P.O. Box 3542
St. Petersburg, FL 33731
(813) 896-7171

(c) Ann Kerr shall have the right to change her representative to the Management Committee at any time by communicating such change, in writing, to the then other members of the Management Committee.

(d) (1) The representatives to the Management Committee for all Partners other than Ann Kerr shall remain as such until new representatives are selected by the vote of at least fifty-one percent (51%) of all Partners other than Ann Kerr at a meeting called by at least twenty-five percent (25%) of all Partners other than Ann Kerr.

(2) Any representative to the Management Committee for all Partners other than Ann Kerr shall be allowed to resign upon thirty (30) days notice communicated in writing to all Partners. Upon such resignation, a meeting of all Partners other than Ann Kerr shall take place for the purpose of electing a new representative to the Management Committee. The meeting shall take place at the law offices of Greene, Mann, Rowe, Stanton, Mastry & Burton, Tenth Floor, Florida Federal Building, St. Petersburg, Florida, said meeting to be at seven p.m. on the second Tuesday after the notice of resignation has been given.

2.03 Major Events. The following items are not considered to be within the scope of the Management Committee's responsibilities, and the affirmative vote of seventy-five percent (75%) of all Partners is required:

(a) Entering into any contract or other obligation for the sale or other disposition of all or any part of the Property, or for the lease of substantially all of the Property;

(b) Entering into any contract or other obligation to construct any improvement on the Property, or otherwise incident to the Partnership;

(c) Constructing any improvement on the Property;

(d) Entering into any commitment to finance or actually financing the operation of the Partnership where the Property or any part thereof or any other assets of the Partnership are to be pledged, mortgaged or otherwise encumbered as collateral for such financing;

(e) Confessing any judgment against the Partnership;

(f) Acquiring any additional land (or any interest therein) on behalf of the Partnership; and

(g) Admitting any new Partners to the Partnership.

2.04 Express Authority of Management Committee. Notwithstanding the restrictions of section 2.03, the Partners hereby understand and agree that the Management Committee shall have the authority to perform the following acts on behalf of the Partnership without the further consent of any of the Partners:

(a) Have buildings or other improvements currently situated on the Property demolished and removed from the Property.

(b) Contract for market studies regarding the best means of developing and using the Property.

(c) Contract for surveys and architectural plans for the development of the Property.

(d) Check and obtain necessary permits and approvals from government agencies and authorities as needed for development of the Property.

(e) Negotiate, but not execute or otherwise enter into, contracts for the actual construction and development of the Project.

(f) Negotiate, but not execute or otherwise enter into, any loans on behalf of the Partnership.

(g) Have prepared, but not execute, such other documents necessary for the development of the Project. As an example only, condominium documents.

L96 .G)

2.05 Accounting; Books and Records.

(a) The Management Committee shall keep, or cause to be kept, complete books of account and records of all Partnership transactions. It is not required that the Partnership use the same accounting methods for income tax purposes and financial accounting purposes, unless required by federal income tax laws.

(b) Within forty-five (45) days after the end of each calendar quarter, there shall be prepared and delivered to each Partner a statement showing the results of operations during such quarter and for the fiscal period then ended.

(c) The fiscal year of the Partnership shall be the year ending December 31.

2.06 Right to Inspect. Each Partner shall have the right at all reasonable times during usual business hours to examine and make copies of the Partnership's books and records. Such right may be exercised by any agent or employee of such Partner designated by it or by an independent certified public accountant designated by such Partner. Each Partner shall bear the expenses resulting from any such examination.

2.07 Bank Accounts. Funds of the Partnership shall be deposited in such financial institutions as the Management Committee may mutually agree. Checks and withdrawals from accounts shall be made pursuant to written authorization of the Management Committee.

2.08 Meetings of the Partnership. A meeting may be called by a vote of twenty-five percent (25%) of the Partners to be held at any time after the giving of three (3) days notice to all of the Partners. Any Partner may waive notice of, or attendance at, any meeting and may attend by telephone or any other electronic communication device or may execute a signed written consent.

2.09 Liability. In the event any liability shall not be adequately covered by insurance, the amount of liability not so insured shall first be satisfied out of the assets of the Partnership, and if such assets are not sufficient to fully satisfy the amount of the liability, the Partners shall pay to the Partnership in the proportions set forth in section 2.01, the amount needed to satisfy such liability. Each Partner shall each be indemnified by the other and held harmless against and from all claims, demands, actions and right of action which shall arise by virtue of anything done or omitted to be done by the other (through or by agents, employees, or other representatives) outside the scope of, or in breach of the terms of, this Agreement; provided, the other shall be promptly notified of the existence of the claim, demand, action or right of action and shall be given reasonable opportunity to participate in the defense thereof.

ARTICLE THREE - CONTRIBUTIONS AND DISTRIBUTIONS

3.01 Capital Contributions.

(a) The Partners have made initial contributions to the capital of the Partnership, as set forth in Exhibit "D" attached hereto and by this reference made a part hereof.

00062

(b) The Partners recognize additional funds may be required from time to time to conduct the business of the Partnership. It is the Partners' intent that such funds be obtained from outside financing; but if such is not possible, then the Partners must provide such additional funds in the form of capital contributions as follows:

(1) The additional funds shall be provided by the Partners in the same proportions that the Partners hold voting rights in the Partnership per section 2.01.

(2) In the event that any Partner fails to make the required capital contribution within ten (10) days of written request from the Management Committee, the remaining Partners, or any number thereof, shall have the right to purchase the Partnership interest of the Partner failing to make the required capital contribution, said purchase to be made pursuant to the terms of section 6.02.

3.02 Interest on Capital. No interest shall be payable by the Partnership to any Partner for any capital contributed to the Partnership.

3.03 Capital Accounts.

(a) Each Partner shall have a capital account which shall initially be zero (0) and, thereafter, adjusted as follows:

(1) Each Partner's capital account shall be increased by:

(i) The amount of capital contributions to the Partnership; plus

(ii) The amount of profit or gains allocated to the Partner pursuant to section 3.05.

(2) Each Partner's capital account shall be decreased by:

(i) All amounts distributed to the Partner pursuant to section 3.06; plus

(ii) The amount of any losses allocated to the Partner pursuant to section 3.05.

(b) A Partner shall not be entitled to withdraw any part of its capital account or to receive any distribution from the Partnership except as specifically provided in this Agreement.

(c) No Partner with a negative balance in his capital account shall have any obligation to the Partnership or any other Partner to restore said negative balance, except to the extent such negative balance is the result of cash withdrawals from the Partnership and not solely the result of tax accounting procedures.

3.04 Loans by the Partners. Any Partner may make loans or lend money to the Partnership or advance moneys on its behalf, on terms and conditions previously approved by seventy-five percent (75%) of all Partners.

3.05 Profits and Losses; Income Tax Allocations.

(a) The term "profits and losses" shall mean the amount of taxable profits or losses of the Partnership as reported for federal income tax purposes.

(b) In determining a Partner's distributive share of each item of income, gain, loss, or deduction for income tax purposes, such items shall be ascertained through the use of generally accepted accounting principles, as modified for sound income tax reporting purposes, and shall be allocated to the Partners pursuant to this section 3.05.

(c) Profits and losses shall be allocated to the Partners in the proportions set forth in section 2.01.

(d) Distribution of profits will be made pursuant to section 3.06 below.

3.06 Net Cash Flow.

(a) The term "net cash flow" as used herein shall mean all gross revenues and receipts earned or received by the Partnership (including capital contributions and loan proceeds) less the following items:

(1) The gross cash disbursements of the Partnership; including but not limited to:

(i) Any amounts expended to pay indebtedness due; and

(ii) Any amounts expended in payment of expenses, capital expenditures and inventory and prepaid items, all incurred in the normal operation of the Partnership business; and

(2) As the Partners mutually agree, a reasonable reserve to provide funds for working capital, for the acquisition, replacement, or maintenance of Partnership property, and for any other similar contingency of the Partnership, including any contractual obligation of the Partnership.

(b) The net cash flow of the Partnership shall be allocated to all Partners in proportion to their interests in the Partnership as reflected by their voting rights set forth in section 2.01.

(c) The net cash flow of the Partnership, as determined under subsection (a) above and as allocated in accordance with subsection (b) above, shall be distributed to the Partners annually within ninety (90) days after December 31st, unless the Management Committee determines that more frequent distribution is warranted.

(d) The amount of net cash flow shall be computed annually, or for such other time period to facilitate distribution under section 3.06(c) immediately above.

ARTICLE FOUR - DISPUTES AND DEFAULTS

4.01 Disputes.

(a) A dispute is hereby defined as any matter regarding the Partnership to which at least ten percent (10%) of the Partners are in disagreement, including but not limited to:

(1) The necessity of additional capital contributions pursuant to section 3.01(b); and

(2) Any act, or failure to act, by any Partner.

(b) If any Partner (or Partners) desires to raise a dispute over any matter, said Partner shall notify the Management Committee, in writing, of all details regarding the dispute, set forth a proposed resolution of the dispute, and the Management Committee shall call for a meeting of the Partners to be held not sooner than five (5) days, nor later than thirty (30) days, after the giving of this notice.

(c) If the dispute is not resolved to the satisfaction of forty-five percent (45%) of the Partners within thirty (30) days from the giving of the notice set forth in section 4.01(b) immediately above, then the Partners shall be considered deadlocked, and the Partnership shall be dissolved pursuant to section 5.02.

4.02 Default.

(a) The following events shall be deemed to be events of default by a Partner:

(1) Failure of a Partner to make, when due, any contribution or advance required to be made under the terms of this Agreement, including any contribution required by section 3.01(b).

(2) Violation of any of the other provisions of this Agreement.

(3) The levy or attachment of any interest of a Partner in the Partnership by a creditor or by any person claiming a lien thereon; any assignment by a Partner for the benefit of its creditors; the filing voluntarily by a Partner, or the involuntary filing by another against a Partner, of a petition for adjudication of a Partner as insolvent or bankrupt; the use of any insolvency act under any provision of state or federal bankruptcy laws as then in force and effect; the appointment of any receiver or trustee in any insolvency proceedings for a Partner or any substantial part of a Partner's property; or the filing of any petition for, or consent to, any of the foregoing by a Partner.

(4) Any voluntary or involuntary assignment by a Partner of any of its rights or interests in the Partnership, the Project or this Agreement contrary to the provisions of this Agreement.

(b) (1) On the occurrence of an event of default by a Partner (hereinafter referred to as the "Defaulting Partner"), the Management Committee shall give the Defaulting Partner a Notice of Default specifically setting forth the nature of the default and stating that the Defaulting Partner shall have thirty (30) days from date of receipt of said notice to cure the default. If the Defaulting Partner does not cure the default within such thirty (30) day period, or, if the default is not capable of being cured within such period, the Defaulting Partner has not commenced in good faith the curing of the default within such thirty (30) day period and does not thereafter prosecute to completion with diligence and continuity the curing thereof, the Management Committee shall have the right to:

L9t (G)

(i) bring any proceeding in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the Partners that damages at law may be an inadequate remedy for a default or threatened breach of this Agreement;

(ii) bring any action at law by or on behalf of the Partner, or the other Partners, as may be permitted in order to recover damages; and

(iii) institute the buy-out procedures of section 6.02.

(2) If the purported default detailed in the Notice of Default is one set forth in section 4.02(a)(1) or (2), then upon receipt of the Notice of Default the Defaulting Partner can initiate the dispute procedures of section 4.01 and said procedures shall be followed rather than the procedures of this section 4.02. A default under section 4.02(a)(1) shall be conclusively deemed capable of being cured within said thirty (30) day period.

(c) If any Partner shall default in the performance or observance of any covenant, condition, or other provision of this Agreement to be performed or observed, any other Partner may, without waiving any claim for breach of this Agreement, and after written notice which is reasonable under the circumstances, cure, or attempt to cure, such default for the account of the Defaulting Partner, and the Defaulting Partner shall reimburse or repay any reasonable amount paid and any reasonable expense or contractual liability so incurred, with interest at the highest lawful rate. This obligation to reimburse and repay shall be secured by a lien on the interest of the Defaulting Partner in the Partnership, which lien may be foreclosed at the option of the Partner exercising this option to cure default.

(d) No assignment or transfer of a Defaulting Partner's interest as provided herein shall relieve the Defaulting Partner from any personal liability for outstanding indebtednesses, liabilities, liens, and obligations relating to the Partnership which may exist on the date of the assignment or transfer. The default of any Partner hereunder shall not relieve any other Partner from his or its agreements, liabilities, and obligations hereunder.

ARTICLE FIVE - TERM AND TERMINATION

5.01 Term of Partnership.

(a) The term of the Partnership shall commence upon the date of execution of this Agreement by the last Partner so signing and shall terminate upon the first to occur of the following events:

(1) Upon the default of any Partner under section 4.02(a) and which is not cured pursuant to section 4.02(b), if the Management Committee shall so elect.

(2) Upon the deadlock of the Partners under section 4.01(c).

(3) Upon the sale of all of the Project.

(4) By mutual agreement of the Partners.

(5) Upon the expiration of twenty-five (25) years from the date of the acquisition of real property pursuant to section 1.06.

(6) The earlier termination of this Agreement by operation of law.

(7) The voluntary withdrawal of any Partner from the Partnership; provided, the withdrawing Partner shall give at least ninety (90) days written notice prior to the effective date of the withdrawal. The obligations of the withdrawing Partner under this Agreement shall not be altered in any manner until the effective date of the withdrawal.

(8) The failure to make the acquisition set forth in section 1.06.

(b) Upon the occurrence of any of the above events the Partnership shall be dissolved pursuant to section 5.02; except, in the event of a default under section 4.02 which is not cured or a voluntary withdrawal under section 5.01(a)(7), any or all of NonDefaulting Partners or the "non-withdrawing" Partners, respectively, shall have the right to buy out the Defaulting Partner or withdrawing Partner, respectively, pursuant to section 6.02.

(c) Notwithstanding anything else in this Agreement, if the default, withdrawal or death of any Partner from the Partnership causes the term of the Partnership to come to an end, the Partnership shall not be dissolved except upon the vote of seventy-five percent (75%) of the remaining Partners.

(d) Upon the death of any Partner, and that deceased Partner having previously named a successor in interest to his Partnership interest, and the remaining Partners electing to continue the business of the Partnership pursuant to section 5.01(c), the successor in interest of the deceased Partner shall not have the rights set forth in Florida Statute 620.765.

5.02 Dissolution.

(a) Upon its termination the Partnership shall be expeditiously dissolved and liquidated, except as provided in sections 5.01(b), 5.01(c) and 6.02; provided, however, there shall not be an immediate termination of the Partnership but the Partnership shall be temporarily continued for the purpose of winding up the Partnership's affairs and liquidating the Partnership as herein provided.

(b) (1) The Partnership shall be liquidated by selling the Partnership's assets and distributing the net proceeds therefrom as set forth in subsection (c) below; or, if the Partners mutually agree, by distributing the Partnership's assets in kind to the Partners, each Partner accepting an undivided interest in the Partnership's assets and liabilities in satisfaction of his interest in the Partnership. In the event of a liquidating distribution of the Partnership's assets in kind, the fair market value of said assets shall be determined as follows:

(i) As agreed upon by seventy-five percent (75%) of the Partners, or in the absence of such an agreement within thirty (30) days after the termination of the Partnership, by

(ii) The price determined by appraisal. In the event appraisal is required due to the default or withdrawal of a partner, then the Defaulting or "withdrawing" Partner shall select an appraiser from a list of five (5) appraisers chosen by the Management Committee. In any other event, the Management Committee shall choose the appraiser. Any appraiser must be an MAI and a member of the American Institute of Real Estate Appraisers. One-half (1/2) of the fees and expenses of the appraiser shall be paid by the Defaulting or "withdrawing" Partner, whichever may be applicable; provided, in all other events, all fees and expenses shall be paid by the Partnership. The decision of the appraiser shall govern and shall be conclusive and binding upon the Partners.

(2) Whether in a straight dissolution, or pursuant to section 6.02 Buy-Out, each Partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled if said assets were sold for their fair market value and the proceeds therefrom were distributed pursuant to subsection (c) below.

(c) Upon liquidation, the Partnership's assets shall be distributed in the following order:

(1) Payment of the debts and liabilities of the Partnership.

(2) The establishment of any reserves which the Partners deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Said reserves shall be paid over by the Partners to a mutually acceptable bank with trust powers, as escrow agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies; and, at the expiration of such period as the Partners shall deem advisable, to distribute the balance thereof in the manner and in the order specified in this section 5.02(c).

(3) The balance, if any, shall then be divided among the Partners in the proportions set forth in section 2.01.

(d) Pursuant to any dissolution provided herein, each Partner shall be furnished with a statement, prepared by the Partnership's accountants, setting forth the total amount of the assets available for distribution after satisfaction of all liabilities. If the liabilities of the Partnership exceed the assets available for distribution, the Partners shall assume, and pay the excess in the same proportion as they share losses pursuant to section 3.05. If any Partner does not pay his full prorata share of such excess he shall be in default and if any other Partner is required to so pay, then said Partner shall be entitled to contribution from the defaulting Partner to the extent of the defaulting Partner's obligation hereunder.

(e) It is agreed that any Partner may bid at the sale contemplated by section 5.02(b).

ARTICLE SIX - TRANSFERS OF PARTNERSHIP INTERESTS

6.01 Prohibition on Transfer.

(a) None of the Partners voluntarily shall sell, assign, pledge, encumber, or in any other manner transfer

or assign, or use as collateral, his interest in the Partnership without first obtaining the prior written consent of the other Partners thereto, which consent may be either given or withheld at the sole discretion of the other Partners, except as provided in subsections (b) and (c) immediately below.

(b) Any Partner other than Ann Kerr shall have the right to offer their Partnership interest for sale to all other Partners other than Ann Kerr. In that event, all, or any part of, the Partners other than Ann Kerr shall have the right to purchase said Partnership interest pursuant to section 6.02.

(c) Any Partner may encumber their interest in the Partnership, but only in an amount not in excess of the balance in their capital account, computed pursuant to section 3.03.

6.02 Buy-Out.

Exclude Ann Kerr from these rights?

(a) (1) In the event of a default under section 4.02, or a voluntary withdrawal under section 5.01(a)(7), any or all of the Partners who are not in default or are not withdrawing, respectively, (herein called "Buyer") shall have the right to purchase the entire interest of the Defaulting Partner or "withdrawing" Partner (herein called "Seller") in the Partnership on an all-cash basis and in an amount as determined in accordance with the procedure spelled out herein. It is hereby understood and agreed that this section 6.02 also applies to that Partner withdrawing from the Partnership by operation of sections 5.01(a)(7) and 5.02(b)(2).

(2) Any buy-out rights under this section shall be shared among all remaining Partners in proportion to their voting rights under this Agreement. The Management Committee shall apprise all Partners of the buy-out as soon as the Management Committee is aware such buy-out rights exist. Remaining Partners who desire to participate in a buy-out must advise the Management Committee in writing within ten (10) days of receipt of notice of the availability of the buy-out. Upon the buy-out of any Partner that Partner's voting rights shall be prorated among the purchasing Partners pursuant to section 2.01(c)(2).

(b) (1) In the event that the Buyer elects to exercise its rights under subparagraph (a) next above, it shall give the Seller written notice of such election no later than thirty (30) days after the Buyer received written notice of the availability of the buy-out rights. The amount of the purchase price of the Seller's interest in the Partnership shall be that amount the Seller would have received upon liquidation pursuant to sections 5.02(b) and (c), except no reserves shall be set aside pursuant to section 5.02(c)(2).

(2) The closing of such sale shall take place within sixty (60) days after the date of determination of the purchase price. The time and the place of the closing shall be designated by the Buyer within the first thirty (30) days of this sixty (60) day period.

ARTICLE SEVEN - MISCELLANEOUS

7.01 Modification of Agreement. This Agreement may be amended or modified only by the written concurrence of all Partners.

7.02 Notices. Any notice required or provided for in this Agreement to be given to any Partner shall be directed to the Management Committee set forth in section 2.02. All notices shall be mailed certified mail, return receipt requested, except as specifically provided otherwise in this Agreement.

7.03 Governing Law. All questions with respect to this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Florida.

7.04 Binding Effect. This Agreement shall be binding upon all of the parties hereto and upon their assigns and successors in interest.

7.05 Interpretation.

(a) When the context in which the words are used in this Agreement indicates that such is the intent, words in the singular shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter gender and vice versa.

(b) The table of contents, article or section titles and the captions contained in this Agreement, are for convenience only and shall not be deemed a part of this Agreement.

7.06 Validity. In the event any provision of this Agreement shall be held to be invalid, the same shall not effect, in any respect whatsoever, the validity of the remainder of the Agreement.

7.07 Agreement and Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement which shall be binding on the parties hereto, notwithstanding that all of the parties are not signatory to the original of the same counterpart.

7.08 Entire Agreement. This Agreement contains the entire understanding between the Partners and supersedes any prior written or oral agreement between them respecting said subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Partners hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

7.09 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7.10 Waiver. No consent or waiver, expressed or implied, by any Partner to or of any breach or default by any other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other of the same or any other obligations of such Partner hereunder. Failure on the part of any Partner to complain of any act or failure to act of any other Partner or to declare any other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver of such Partner of its rights hereunder.

7.11 Specific Performance. The rights and remedies of any of the Partners hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Partners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agrees that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but shall not limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention by this paragraph to make clear that the respective rights and obligation of the Partners hereunder shall be enforceable in equity as well as at law or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Partnership Agreement to be executed in several counterparts.

By:_____
OSCAR BLASINGAME

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by OSCAR BLASINGAME.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
DANIEL N. BURTON

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by DANIEL N. BURTON.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
JOHN M. ELIAS

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by JOHN M. ELIAS.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
ZALA L. FORIZS

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by ZALA L. FORIZS.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
THOMAS B. FREEMAN

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by THOMAS B. FREEMAN.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
RALEIGH W. GREENE, JR.

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by RALEIGH W. GREENE, JR.

_____
Notary Public

(SEAL)

My Commission Expires:

L9& (G)

By:_____
ROY G. HARRELL, JR.

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by ROY G. HARRELL, JR.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
ANN L. KERR

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by ANN L. KERR.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
SAM H. MANN, JR.

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by SAM H. MANN, JR.

_____
Notary Public

(SEAL)

My Commission Expires:

By:_____
R. DONALD MASTRY

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by R. DONALD MASTRY.

_____
Notary Public

(SEAL)

My Commission Expires:

L96 (G)

By: _____
J. PATRICK McELROY

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by J. PATRICK McELROY.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
S. MICHAEL OSTOW

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by S. MICHAEL OSTOW.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
JAMES N. POWELL

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by JAMES N. POWELL.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
BILLY L. ROWE

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by BILLY L. ROWE.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
TERRY A. SMILJANICH

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by TERRY A. SMILJANICH.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
ROSS H. STANTON, JR.

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by ROSS H. STANTON, JR.

_____
Notary Public

(SEAL)

My Commission Expires:

By: _____
THOMAS M. TUCKER

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1981, by THOMAS M. TUCKER.

_____
Notary Public

(SEAL)

My Commission Expires:

PARTIAL ASSIGNMENT OF INTEREST IN PARTNERSHIP

This Assignment entered into this 19th day of February, 1982, by and between RALEIGH W. GREENE, JR., hereinafter called "Seller" and FERNAND J. ST GERMAIN, hereinafter called "Purchaser",

W I T N E S S E T H :

WHEREAS, the Seller owns 7.4625% of a partnership known as the TAMPA LEGAL PROPERTIES PARTNERSHIP AGREEMENT, and,

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase 20% of the Seller's interest in said partnership.

NOW THERFFORE, and in consideration of the sum of TEN THOUSAND ($10,000.00) DOLLARS in hand paid to the Seller by the Purchaser, the Seller does hereby sell and assign to the Purchaser all of his right, title and interest in and to 1.4925% of the partnership known as the TAMPA LEGAL PROPERTIES PARTNERSHIP AGREEMENT. In addition to the monies set forth above, the Purchaser agrees to reimburse the Seller 20% of all assessments incurred to date in said Partnership, as well as all future assessments.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Assignment of Interest in Partnership Agreement as of the day and year first above written.

Signed, Sealed and delivered
in the presence of:

RALEIGH W. GREENE, JR.

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared RALEIGH W. GREENE, JR., to me known and known to be the person who executed the foregoing Partial Assignment of Interest in Partnership Agreement, and he acknowledged before me that he executed same voluntarily and for the purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of February, 1982.

Notary Public - State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires: APR 23, 1982

000635

Return

ILLAGE SQUARE OF TITUSVIL
3435 South Hopkins Avenue
Titusville, Florida

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASE CONTRACT

THIS AGREEMENT, dated ...October 20, 1983.., by and between FIRST SERVICE PROPERTIES of Titusville, Florida, hereafter referred to as Seller, and Fernand J. St. Germain ..... of ...Woonsocket, Rhode Island..... hereafter referred to as Buyer.

WITNESSETH:

WHEREAS, Seller is the developer of VILLAGE SQUARE OF TITUSVILLE, a condominium which is fully described in the prospectus relative to it. A copy of the prospectus has, contemporaneously with the execution of this contract, been delivered to and received by Buyer; and

WHEREAS, Buyer desires to purchase Unit ...1.... of Phase ...1..... of VILLAGE SQUARE OF TITUSVILLE Condominium which is a ..2..... bedroom and ...2..... bath unit with .914.... sq. ft. of floor space and the Seller is aggreable to the purchase and whereas the Buyer has expressed an intention to: [check one of the following]

..... 1] not seek financing in the purchase of the unit

..... 2] seek VA financing in the purchase of the unit

..... 3] seek FHA financing in the purchase of the unit

..... 4] seek conventional financing in the purchase of the unit

WHEREAS, the parties wish to define their respective rights and obligations.

NOW THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged each of the parties, it is agreeded as follows:

000524

1.

Purchase Obligation

Seller shall sell and Buyer shall purchase Unit 1 of Building 1 of Phase 1 in accordance with the terms of this contract. Buyer acknowledges that no representation has been made by Seller or any of its agents of any income, income tax or economic benefit to be derived by virtue of the purchase or ownership of the Unit.

2.

Purchase Price and Manner of Payment

The purchase price to be paid by Buyer to Seller for the Unit shall be the sum of $47,500.00, which shall be payable as follows:

a.	Deposit (received)	$1,000.00
b.	Additional deposit due by	$.....
c.	Balance of purchase price excluding closing costs payable at closing	$46,500.00
	TOTAL PURCHASE PRICE	$47,500.00

3.

If Construction Not Complete

If Buyer's Unit has not been completed as of the date of full execution of this contract, it is understood that the Unit will consist of a condominium apartment to be constructed substantially in accordance with the plans, drawings, renderings or model as previously viewed and examined by Buyer. VILLAGE SQUARE OF TITUSVILLE is a phased condominium and will be phased in accordance with the terms and conditions of the Declaration of Condominium. The Unit shall contain those appliances, fixtures and equipment described in Seller's sales information literature. Seller shall have the right to substitute materials, appliances, fixtures and equipment whenever necessary because of the unavailability of intended items as long as the substitutes are of equivalent durability and value.

4.

Insulation Specification

The type, thickness and R-value of the insulation to be installed as part of Buyer's Unit areas follows:.. Fiberglass Walls R-11, Ceilings R-19, Wall Thickness 3½", Ceiling Thickness 5½"

5.

Deposits Held in Escrow

All deposits toward the Purchase Price paid by Buyer under this contract shall be delivered to and held in escrow pursuant to F.S. Chapter 718 by TRUMAN SCARBOROUGH, JR., Attorney at Law, 3435 S. Hopkins Avenue, Titusville, Florida, Escrow Agent, who shall give purchaser a receipt for the deposit and the deposit shall be disbursed in accordance with the contract. The Escrow Agent is empowered to invest the escrowed funds in securities of the United States or any of its agencies or in savings or time deposits in institutions insured by an agent of the United States. Disbursement from escrow shall be as follows:

a. Any payment made to developer under this contract in excess of 10% of the purchase price together with accrued interest shall be disbursed by the Escrow Agent to developer upon commencement of construction of improvements to be used for construction purposes.

b. Provided that the Escrow Agent has not received from Buyer a written notice of dispute between Buyer and Seller, funds constituting the first 10% of the purchase price held in escrow by the Escrow Agent and any accrued interest shall be disbursed to Seller at the closing of the transaction. If Escrow Agent has received written notice from Buyer of a dispute between Buyer and Seller, the Escrow Agent shall not release the escrowed funds to the Seller or Buyer until the dispute has been settled.

c. Notwithstanding the provisions of sub-paragraph a above, all escrowed funds together with interest earned thereon (1) shall be released to

Seller if Buyer defa in the performance of this c ract, or (2) shall be released to Buyer within 45 days from the date Buyer properly terminates this contract pursuant to its terms or pursuant to F.S. Chapter 718 as the case may be.

6.
Closing

The closing of this transaction shall take place on or before December 3, 1983...../upon completion of construction of Buyer's Unit and ten days' notice to Buyer (a certificate of occupancy being conclusive of completion of construction) at the office of TRUMAN SCARBOROUGH. At the closing, the Seller shall convey the Unit to Buyer by a good and sufficient warranty deed, subject only to the condominium declaration, exhibits to it, including the articles of incorporation of the owners' association, bylaws, condominium plat, zoning regulations and any valid easement, restriction and reservation of record that will not materially affect Buyer's use or occupancy of Buyer's Unit. Taxes and condominium charges shall be prorated. Seller shall pay the cost of preparation and recording of the warranty deed and shall pay for the documentary stamps relative to it and recording of the deed. In addition Seller shall pay for the premium cost of the title insurance to be delivered by Seller to Buyer pursuant to Paragraph 7 below. Buyer shall pay to Seller a closing fee equal to 1% of the purchase price and shall further pay for all costs and closing costs, if any, incurred relative to financing procured by Buyer for the purchase of the Unit.

7.
Title Insurance

Seller shall deliver to Buyer before closing an owner's binder of title insurance issued on a reputable title insurance company, agreeing to insure title to the condominium unit, subject only to standard printed exceptions, those items mentioned in this contract and any item that may be cured by an application of the purchase price. The binder shall be conclusive of compliance by the Seller relative to the title requirements of this contract.

000527

If Buyer intends to c. .ete this transaction with the .sistance of a federally related mortgage loan as defined in the Real Estate Settlement Procedures Act of 1974, as amended, Buyer shall have the right to procure the binder of title insurance by such time and the title insurance policy from any title agent or title insurance company of Buyer's choosing instead of having it delivered by Seller as provided above. The cost of the title insurance shall be borne by the Seller. If Seller fails or refuses to correct any defects of title revealed by the Title Binder, Buyer shall have the right to cancel this contract and receive a return of all money paid under it or to proceed to a closing with no abatement of the purchase price, taking title in its then condition. The foregoing shall be the exclusive rights and remedies of Buyer.

8.

Completion of Construction

If Buyer's Unit is one that has not yet been completed, or is in the process of construction, Seller shall use all reasonable diligence to complete construction of it. Delay in completion of construction due to strike, acts of God, national emergency, labor or material shortage, or other cause beyond the control of Seller shall be an excusable delay and shall not give rise to any right of Buyer to cancel or rescind this contract; provided, however, that in all events the latest date for completion of constructing, finishing and equipping Buyer's Unit shall be two years from the complete execution of this contract. Buyer acknowledges that Buyer has reviewed or had an opportunity to review the construction plans and specifications relating to the Buyer's Unit and the condominium improvements at the construction site.

9.

Warranty

Seller shall honor all governing valid statutory warranties relative to construction existing as of the time of commencement of construction. No other expressed or implied warranties are extended.

10.
Acquisition Financing

If Buyer intends to complete this transaction by the use of acquisition financing, Buyer covenants to apply to the mortgage lender or lenders selected by Buyer within ten days from the execution of this contract and submit to that lender or lenders all documentation, information and materials required by the lender or lenders and shall diligently cooperate with the selected lender or lenders in completing the mortgage loan application and procuring an appropriate mortgage loan commitment that will permit a timely closing of this transaction. Notwithstanding the foregoing, Buyer acknowledges that the procuring of any such acquisition financing is not a condition of this contract.

11.
Default

In the event Buyer defaults under this contract, Seller shall have the right to (1) declare all money paid by Buyer under this contract forfeited, and then terminate this contract; (2) extend time for performance by Buyer, including extension of the closing date charging the Buyer interest on payment of delinquent sums in accordance with Paragraph 12 below; or (3) pursue any other remedy provided by law. In the event of default by Seller, Buyer shall have the right to receive an immediate return of all deposit money paid to Seller under this contract, which shall be the exclusive remedy of Buyer, provided, however, that Buyer shall be entitled to specific performance to the extent required for Seller to claim exemption from the Interstate Land Sales Full Disclosure Act, as amended. In the event of a dispute between Seller and Buyer, Buyer shall have the right to notify the Escrow Agent of the dispute and to file a complaint with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation of the State of Florida. "Default" shall include not only the failure to make prompt payment of any sums due under this contract but also the failure to perform any other acts required of Buyer under this contract including but not limited to the diligent application for and processing of acquisition financing in accordance with Paragraph 10 above.

12.
Discharge of Lien

Any mortgages and liens now or hereafter encumbering the real estate or unit will be discharged or released at or prior to closing, but until that discharge or release, Buyer acknowledges and agrees that hi s rights under this contract are subordinate to the lien of any construction loan mortgage that now or hereafter shall encumber the property prior to closing.

13.
Delinquent Payment

If Buyer is delinquent in the payment of any sums due under this contract, including the balance of the purchase money which would have been payable at the scheduled closing, and Seller has not elected to cancel this contract and declare a forfeiture of deposits pursuant to Paragraph 11 above, Buyer shall pay to Seller interest on all delinquent sums at a rate equal to .2....% over the then effective prime rate of Rhode Island Federal Savings and Loan Association (the construction lender), adjusted daily, but not to exeed 18% per annum. Furthermore, if Buyer is delinquent in closing the transaction, prorations for taxes and condominium charges shall be calculated based on the closing date set forth in Paragraph 6 above rather than the actual closing date.

14.
Acceptance of Deed

Except for completion by Seller of the agreed upon "punch-list" items, the closing of this transaction and acceptance of the deed mentioned in Paragraph 6 above shall be conclusive of the compliance by Seller of Seller's obligations under this contract.

15.
Right of Assignment

Buyer shall not have the right to assign this contract, except with the written consent of Seller.

16.
Statutory Cancellation

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

If Buyer does cancel this contract as provided in it, Buyer agrees to return to Seller the prospectus that Buyer has received within ten days after notice of cancellation.

17.
Offer

This agreement shall constitute an irrevocable offer by Buyer to Seller to purchase the unit referred to above on the terms and conditions contained in this contract. This offer is to be accepted, if at all, by Seller affixing Seller's signature below and depositing a copy of this contract so executed in the United States mail, addressed to Buyer, postage prepaid, within seven days from the date of this contract.

18.
Notices

Any notices permitted or required under this contract shall be deemed delivered when they are deposited in the United States mail, addressed to the appropriate party at the address first shown above, postage prepaid, registered or certified mail, return receipt requested.

19.
Construction Loan

All terms and provisions of this agreement are and shall be subject

and subordinate to the .en of any construction loan m. .gage previously or subsequently made, and any advances previously or subsequently made on it, and any payments or expenses already made or incurred, or subsequently made or incurred pursuant to the terms of the mortgage or incidental to it or to protect its security as to the full extent of it, without the execution of any further instrument by the purchaser in order to effectuate this subordination. This subordination shall apply whether the advances are voluntary or involuntary and whether they are made in accordance with the construction loan schedule of payments or accelerated by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments.

20.

Right of Amendment

Seller reserves the right to change or amend the condominium documents. If Seller elects to exercise that right, Seller shall furnish to Buyer a copy of the revised proposed documents. Any changes, deviations or omissions required by institutional mortgage lender or governmental agency are hereby approved and authorized by the Buyer. If any amendment materially alters or modifies the documentation in a manner that is adverse to Buyer, Buyer shall have 15 days after receipt within which to approve the proposed documents. If Buyer does not approve the modified documents that materially alter or modify the documentation in a manner adverse to Buyer, Buyer shall have the immediate right of cancellation on notice furnished to Seller within the 15-day period and the right to a return of any deposit money paid to Seller or Excrow Agent under this contract. Failure to so notify of cancellation within time provided shall be deemed a waiver of that right. That right shall be Buyer's exclusive remedy relative to any such amendments.

21.

Expenses of Enforcement

If it becomes necessary for Seller to employ the services of an attorney to enforce Seller's rights under the contract, Buyer shall be responsible for all reasonable attorneys' fees incurred by Seller as well as all court costs and fees incurred by Seller in the event of litigation being instituted by Seller relative to enforcement of this contract.

22.
Broker

Buyer represents that Buyer has not dealt with a broker relative to this transaction and shall save and hold Seller harmless relative to any brokerage commission claimed by virtue of breach of this representation.

23.
Complete Agreement

This agreement constitutes the complete agreement between the parties and no modification of this agreement shall be binding unless in writing and executed by the parties.

24.
Governing Law

Buyer certifies that Buyer is executing this purchase contract while in the State of Florida of Buyer's own volition and that this purchase was not solicited either by telephone or mail in another state. The obligation under this contract shall be performed in the State of Florida and governed by Florida Law.

25.
Recording

Buyer shall not directly or indirectly record this contract in the public records.

IN WITNESS WHEREOF, the Buyer has affixed his signature this .....

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE

USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESSES: BUYER

Richard L. Maurano — Ferhand J. St Germain

WITNESSES: SELLER

Jean Whitney Jones

October 26, 1983

Witnesses For Seller: November 4,1983

Laura M. Manoville
Stella L. Halley

000534

Form approved OMB NO. 63-R1502

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☒ CONV. INS.

6. FILE NUMBER: PB312425
7. LOAN NUMBER: 560002390
8. MORT. INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:	E. NAME OF SELLER:	F. NAME OF LENDER
Fernand J. St. Germain 121 Woodland Road Woonsocket, RI 02895	Village Square Condos Village Sq. Un 104 Bld 1	Rhode Island Federal Savings and Loan Association 110 Westminster Street Providence, Rhode Island 02901
G. PROPERTY LOCATION: Village Sq. Un 104 Bld 1 Titusville, Florida 32780	H. SETTLEMENT AGENT: Robert S. Goldman PLACE OF SETTLEMENT: 1 Park Row Providence, RI 02903	I. SETTLEMENT DATE: February 1, 1984

J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100.	GROSS AMOUNT DUE FROM BORROWER		400.	GROSS AMOUNT DUE TO SELLER	
101.	Contract sales price	47,500.00	401.	Contract sales price	
102.	Personal property		402.	Personal property	
103.	Settlement charges to borrower (line 1400)	1070.50	403.		
104.			404.		
105.			405.		
	Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106.	City/town taxes to	–	406.	City/town taxes to	
107.	County taxes to		407.	County taxes to	
108.	Assessments to		408.	Assessments to	
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120.	GROSS AMOUNT DUE FROM BORROWER	48,970.50	420.	GROSS AMOUNT DUE TO SELLER	
200.	AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500.	REDUCTIONS IN AMOUNT DUE TO SELLER	
201.	Deposit or earnest money	$ 1,000.00	501.	Excess deposit (see instructions)	
202.	Principal amount of new loan(s)	43,110.00	502.	Settlement charges to seller (line 1400)	
203.	Existing loan(s) taken subject to		503.	Existing loan(s) taken subject to	
204.			504.	Payoff of first mortgage loan	
205.			505.	Payoff of second mortgage loan	
206.			506.		
207.			507.		
208.			508.		
209.			509.		
	Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210.	City/town taxes 1 mar 84 to 1 MAY	50.00	510.	City/town taxes to	
211.	County taxes to		511.	County taxes to	
212.	Assessments to		512.	Assessments to	
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220.	TOTAL PAID BY/FOR BORROWER	44160.00	520.	TOTAL REDUCTION AMOUNT DUE SELLER	
300.	CASH AT SETTLEMENT FROM OR TO BORROWER		600.	CASH AT SETTLEMENT TO OR FROM SELLER	
301.	Gross amount due from borrower (line 120)	48970.50	601.	Gross amount due to seller (line 420)	
302.	Less amounts paid by/for borrower (line 220)	(44160.00)	602.	Less reduction amount due seller (line 520)	( )
303.	CASH (☒ FROM) (☐ TO) BORROWER	4810.50	603.	CASH (☐ TO) (☐ FROM) SELLER	

44502-3) 5/78*
HUD-1A SETTLEMENT STATEMENT

BORROWER'S COPY

000535

SAF Systems & Forms
(American Savings & Accounting Supply, Inc.)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMM. based on price $ @ % :		
	Division of commission (line 700) as follows:		
701.	$ to		
702.	$ to		
703.	Commission paid at Settlement		
704.			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN		
801.	Loan Origination Fee 1 %	431.10	
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's Inspection Fee		
806.	Mortgage Insurance Application Fee to		
807.	Assumption Fee		
808.			
809.			
810.			
811.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @ $ /day		
902.	Mortgage Insurance Premium for 12 mos. to	280.21	
903.	Hazard Insurance Premium for yrs. to		
904.	yrs. to		
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard insurance mos. @ $ /mo.		
1002.	Mortgage Insurance 2 mos. @ $ 8.62 /mo.	17.24	
1003.	City property taxes 4 mos. @ $ 50.00 /mo.	200.00	
1004.	County property taxes mos. @ $ /mo.		
1005.	Annual assessments mos. @ $ /mo.		
1006.	Homeowners Ins 2 mos. @ $ 46.00 /mo.	92.00	
1007.	mos. @ $ /mo.		
1008.	mos. @ $ /mo.		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above items No.:		
1108.	Title Insurance to T. Scarborough	50.00	
	(includes above items No.:		
1109.	Lender's coverage $ 50.00		
1110.	Owner's coverage $ 158.00		
1111.			
1112.			
1113.			
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees: Deed $ 6.00 ; Mortgage $ 21.00 ; Release $ 9.00		
1202.	City/county tax/stamps: Deed $; Mortgage $		
1203.	State tax/stamps: Deed $ 215.35 ; Mortgage $ 64.80 Ind. Fam. Bank		
1204.			
1205.			
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest Inspection to		
1303.			
1304.			
1305.			
1400.	TOTAL SETTLEMENT CHARGES (enter on line 103, Section J and line 502, Section K)	1070.55	

The Undersigned Acknowledges Receipt of This Settlement Statement and Agrees to the Correctness Thereof.

000536

Buyer

Seller

4503-1) 5/76*
HD-1B SETTLEMENT STATEMENT

BORROWER'S COPY

SAF Systems & Forms
(American Savings & Accounting Supply, Inc.)

Rhode Island FEDERAL SAVINGS AND LOAN ASSOCIATION

GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Listed below is the Good Faith Estimate of Settlement Charges made pursuant to the requirements of the Real Estate Settlement Procedures Act (RESPA). These figures are only estimates and the actual charges due at settlement may be different. This is not a commitment.

BRANCH: Providence Orifinations

ADDRESS: 110 Westminster Street, Providence, Rhode Island 02901

BORROWER: Titusville, Florida

PROPERTY ADDRESS:

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
800	ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	LOAN ORIGINATION FEE	1 %	431.10	
802	LOAN DISCOUNT	%		
803	APPRAISAL FEE	TO Rhode Island Federal	O ~~175.00~~	no charge
804	CREDIT REPORT	TO Rhode Island Federal	O ~~25.00~~	no charge
805	LENDER'S INSPECTION FEE			
806	MORTGAGE INSURANCE APPLICATION FEE TO			
807	ASSUMPTION FEE			
808				
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	INTEREST FROM 12/01/83 TO 01/01/84	AT $ 16.01 /DAY	430.49	
902	MORTGAGE INSURANCE PREMIUM FOR	MONTHS TO MGIC	560.43	
903	HAZARD INSURANCE PREMIUM FOR	1 YEARS TO	300.00	
904	Intangible Tax	YEARS TO	66.22	
905				
1000	RESERVES DEPOSITED WITH LENDER			
1001	HAZARD INSURANCE	2 MONTHS AT $ 25.00 PER MONTH	50.00	
1002	MORTGAGE INSURANCE	2 MONTHS AT $ 12.93 PER MONTH	25.86	
1003	CITY PROPERTY TAXES	8 MONTHS AT $ 66.66 PER MONTH	533.33	
1004	COUNTY PROPERTY TAXES	MONTHS AT $ PER MONTH		
1005	ANNUAL ASSESSMENTS	MONTHS AT $ PER MONTH		
1006	Homeowners Association	2 MONTHS AT $ 46.00 PER MONTH	92.00	
1007		MONTHS AT $ PER MONTH		
1008		MONTHS AT $ PER MONTH		
1100	TITLE CHARGES			
1101	SETTLEMENT OR CLOSING FEE	TO P. I. Federal Closing Attorney	O [illegible]	NO CHARGE
1102	ABSTRACT OR TITLE SEARCH	TO		
1103	TITLE EXAMINATION	TO		
1104	TITLE INSURANCE BINDER	TO		
1105	DOCUMENT PREPARATION	TO		
1106	NOTARY FEES	TO		
1107	ATTORNEY'S FEES	TO		
	(INCLUDES ABOVE ITEMS NUMBERS	)	[illegible]	[illegible]
1108	TITLE INSURANCE	TO		270.00
	(INCLUDES ABOVE ITEMS NUMBERS	)	[illegible]	[illegible]
1109	LENDER'S COVERAGE	$ 245.00		
1110	OWNER'S COVERAGE	$ 270.00		
1111				
1113				
1200	GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	RECORDING FEES DEED $	MORTGAGE $ RELEASES $		13.00
1202	CITY/COUNTY TAX STAMPS DEED $	MORTGAGE $		[illegible]
1203	STATE TAX/STAMPS DEED $	MORTGAGE $		
1204				
1205				
1300	ADDITIONAL SETTLEMENT CHARGES			
1301	SURVEY	TO		
1302	PEST INSPECTION	TO		
1303				
1304				
1305				
		TOTAL ESTIMATED SETTLEMENT CHARGES	[illegible]	[illegible]

ESTIMATED AS OF:

This form does not cover all items you will be required to pay in cash at settlement. You may wish to inquire as to the amounts of such other items. You may be required to pay other additional amounts at settlement.

I hereby acknowledge receipt of special information booklet, "Settlement Costs and You" and a copy of this estimate.

000537

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN MY INTEREST RATE. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

February 1st, 19 84 — Providence (City), Florida (State)

Village Sq. Un 104 Bld 1, Titusville, Florida 32780
Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 43,110.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Rhode Island Federal Savings and Loan Association.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.

Beginning on the date I receive principal, I will pay interest at a yearly rate of 13.375 %. The interest rate that I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on March 1st, 19 84. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If on February 1st, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 110 Westminster Street, Providence, Rhode Island 02901, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U.S.$ 489.56. This amount may change to reflect changes in the interest rate that I must pay. The Note Holder will determine my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of March, 19 89, and on that day of the month every 60 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500 percentage points (2.500 %) to the Current Index. The sum will be my new interest rate.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

(i) the new interest rate on my loan as of the Change Date;

(ii) the amount of my monthly payment following the Change Date;

(iii) any additional matters which the Note Holder is required to disclose; and

(iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law which applies to this loan and which sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed or delivered to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by mailing it by first class mail or by delivering it to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") with an Adjustable Rate Rider, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument and Rider describe how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. Some of those conditions are described as follows:

"*Transfer of the Property or a Beneficial Interest in Borrower.* If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

"If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

"Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing."

Witness the hand(s) and seal(s) of the undersigned.

Fernand G. St. Germain .....(Seal)
Borrower

.....(Seal)
Borrower

.....(Seal)
Borrower
(Sign Original Only)

000540

...as instrument was prepared by
.....
.....

MORTGAGE

THIS MORTGAGE is made this .....first..... day of ..February....., 19.84., between the Mortgagor, ..Fernand..L.. St..Germain.. .....(herein "Borrower"), and the Mortgagee, ..RHODE..ISLAND..FEDERAL..SAVINGS..AND..LOAN..ASSOCIATION..... , a corporation organized and existing under the laws of ..the..United..States..of..America.., whose address is ..110..Westminster Street..Providence..Rhode..Island....02901..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ..FORTY-THREE..THOUSAND..ONE..HUNDRED..TEN..AND..00/100..($43,110.00)..Dollars, which indebtedness is evidenced by Borrower's note dated ..February..1,..1984.....(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ..February..1,..2014..... .....;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of .....Brevard....., State of Florida:

Unit 104 of Building one, of Phase One Village Square of Titusville a Condominium, recorded in Official Record Book 2474, Page 1606 Public Records of Brevard County, Florida.

which has the address of ..Village..Square..Unit..104,..Building..1,..Titusville..... (Street) (City)

Florida....32780.....(herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower a ender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due th .incipal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

000542

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option within twenty years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US$.....

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Attorney's Fees. As used in this Mortgage and in the Note, "attorney's fees" shall include attorney's fees, if any, which may be awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

..... Fernand J. St.Germain .....(Seal)
—Borrower

Fernand J. St.Germain

.....(Seal)
—Borrower

STATE OF ~~INDIANA~~ RHODE ISLAND, PROVIDENCE County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Fernand J. St.Germain, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this first day of February, 19 84.

My Commission expires: 6/30/86

[Seal]

..... Notary Public

(Space Below This Line Reserved For Lender and Recorder)

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this .1st..... day of ....February....., 1984..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to .....Rhode Island Federal Savings and Loan Association..... (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

.....Village Sq. Dn 104 Bld 1, Tirnaville, Florida 32780.....
(Property Address)

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

ADDITIONAL COVENANTS. In addition to the covenant and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ..13.375.....%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. *INTEREST RATE AND MONTHLY PAYMENT CHANGES*

(A) Change Dates

The interest rate I will pay may change on the .1st..... day of ...March....., 19..89..., and on that day of the month every .....60..... months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the weekly average yield on United States Treasury securities adjusted to a constant maturity of .....5..... years, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ..... percentage points (....2.500.....%) to the Current Index. The sum will be my new interest rate.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

(i) the new interest rate on my loan as of the Change Date;

(ii) the amount of my monthly payment following the Change Date;

(iii) any additional matters which the Note Holder is required to disclose; and

(iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good

faith contest such lien by, or defend against enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

In Witness Whereof, Borrower has executed this Adjustable Rate Rider.

Jane D. Germain (Seal)
-Borrower
Fernand J. St. Germain

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

00515

This Warranty Deed *Made the* 1st *day of* February *A. D. 19* 84 *by*

The Mansolillo Corporation, a Florida Corporation and First Service of Titusville Inc., d/b/a First Service Properties

hereinafter called the grantor, to FERNAND J. ST.GERMAIN

whose postoffice address is

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Brevard *County, Florida, viz:* Unit 104 of Building One, Village Square of Titusville a Condominium, Phase One, as recorded in O.R. Book 2474 Page 1606 Public Records of Brevard County, Florida.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining as set forth in the Declaration of Condominium.
TO HAVE AND TO HOLD, the same in fee simple.
AND the grantor hereby convenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumberances, except taxes accruing subsequent to December 31, 1983.

IN WITNESS WHEREOF, the grantor, First Service Properties, has signed and sealed these presents the day and year first above written.

Corporate Seal

By: _____
Raymond J. Mansolillo, President
The Mansolillo Corporation

Attested by: _____
Secretary of Mansolillo Corporation

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

_____ _____

Corporate Seal

By: _____
President of First Service of Titusville, Inc.

Attested by: _____
Secretary of First Service of Titusville, Inc.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

_____ _____

This instrument prepared by: Truman Scarborough, Jr.
P. O. Box 1184
Titusville, Fla. 32781

000515

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this _____ day of _____, 1983 before me personally appeared _____ and _____, respectively the President and the Secretary of THE MANSOLILLO CORPORATION, a corporation under the laws of the State of Florida; and that on this _____ day of _____, 1983 before me personally appeared _____ and _____, respectively the President and the Secretary of FIRST SERVICE OF TITUSVILLE, INC., a corporation under the laws of the State of Florida; and, that they are to me known to be the persons described in and who executed the foregoing conveyance to CLAUDE A. CORR and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and, that they affixed thereto the official seal of said corporations, and the instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Titusville in the County of Brevard and State of Florida, the day and year last aforesaid.

_____
NOTARY PUBLIC, STATE OF FLORIDA
at Large

MY COMMISSION EXPIRES:

LEASE

This Lease made this 1st day of February, 1984, by and between Fernand J. St. Germain (Lessor) of Woonsocket, Rhode Island, and First Service Properties (Lessee), a Florida partnership having a principal place of business in Titusville, Florida.

WITNESSETH, That in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, and said Lessor does hereby lease to said Lessee the following described property:

> Condominium Unit No. 1 in Building No. One (1) of Phase 1 of Village Square of Titusville, Condominium Association, Inc., which is a two bedroom and two bath unit.

To Have and To Hold the same for the term of one (1) year beginning on the 1st day of February, 1984, and ending on the 3rd day of January, 1985; and the within Lease is made upon the following express terms and conditions:

Rent

1. The Lessee agrees to pay to the Lessor for said term of one (1) year the sum of $6,425.88, payable in equal monthly installments of $535.49 each, in advance, on the first day of each calendar month during said term of one (1) year, the first of said installments to be paid on the day of the date of the execution of the within Lease. Payment of said installments shall be forwarded to the Lessor at

Condition of Premises

2. The Lessee has examined the demised premises, and the fixtures therein, and is satisfied with the physical condition of the said premises, and the working condition of said fixtures; and agrees and admits that no representation as to the condition or repair of said premises and/or fixtures has been made by the Lessor, or its agent.

Assigning or Subletting

3. The Lessee shall have the right to sublet the demised premises, or assign the within Lease, without the express consent of the Lessor, subject to the By-Laws and the Rules and Regulations of Village Square Condominium Association, Inc., which are made a part hereof by reference thereto.

Alterations

4. Alterations, additions or changes, and the furniture set forth in Schedule A attached hereto, shall remain upon, and be surrendered with the demised premises at the end of the term or any renewal thereof.

Repairs

5. The Lessee shall maintain the demised premises, and the fixtures therein, in good order and condition, as the same are now at the date of the execution of the within Lease. The Lessee shall pay for all charges for the upkeep of, and repairs to, the cooking stove and the refrigerator.

Destruction of Demised Premises

6. If the demised premises shall be damaged by fire or other cause, without the fault or neglect of the Lessee, of the Lessee's agents or guests, so as to render the said demised premises uninhabitable, an abatement of the rent for the said period during which the demised premises are uninhabitable shall be made by the Lessor. If the Lessor elects not to repair such damage, the within Lease shall terminate as of the date of such damage; and such termination shall not be a breach of the quiet enjoyment of the Lessee.

Eminent Domain

7. If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, the term of the within Lease shall terminate as of the date of such taking or condemnation; and the Lessee shall be entitled to no award for such termination.

Heat, Air Conditioning and Current

8. Heat and Air Conditioning for the demised premises and current for lighting, water, tenant's insurance and Condominium Association fees and assessments shall be at the sole cost of the Lessee. Multiperil insurance (fire and extended coverage) Liability insurance and taxes shall be at the sole cost of the Lessor.

Access to Premises

9. The Lessor, its servants and agents, shall have the right to enter the demised premises, during reasonable hours, to examine the same, and to show the demised premises to prospective Lessees or purchasers of the building of which the demised premises are a part; and to make such repairs or alterations as the Lessor may deem necessary or desirable.

Additional Covenants

10. The Lessee shall be subject to and bound by the By-Laws and the Rules and Regulations of Village Square Condominium Association, Inc.

Quiet Enjoyment

11. Provided that the Lessee shall pay the rent and perform the terms and conditions on the part of the Lessee herein contained, the Lessee may peacefully hold and enjoy the demised premises without any lawful let or hindrance by the Lessor, or by any person claiming by, through, or under it. However, the Lessor shall not be liable or responsible to the

Lessee for any damage caused to the property of the Lessee located within the demised premises, as a result of any defect of the demised premises, or of the building of which the demised premises are a part.

Renewal Options

12. The tenant shall have an option to renew this Lease for a term of one year upon the same terms and conditions as are provided herein; and the tenant shall have a further option to renew this Lease for an additional term of one year upon the same terms and conditions as are provided herein.

Each of said options shall be exercised by the tenant giving notice by certified mail to the landlord, Return Receipt Requested, at least two months before expiration of the then existing term.

Notices

13. Notices to the Lessor shall be sent to Fernand J. St. Germain

Notices to the Lessee shall be sent to First Service Properties, Attention: Raymond J. Mansolillo, 3435 South Hopkins Avenue, Titusville, Florida 32796.

IN WITNESS WHEREOF, Fernand J. St. Germain and First Service Properties have set their hands, the day and date first above written, to this instrument, and to one (1) of like tenor.

WITNESS:

FERNAND J. ST. GERMAIN

WITNESS:

FIRST SERVICE PROPERTIES

By

SCHEDULE A

INVENTORY LIST

FURNITURE OWNED BY LESSEE

Den or Second Bedroom

- (1) Couch
- (1) Chair
- (1) Small Dresser with Mirror
- Curtains

Dining Room

- (1) Glass Dining Table with (4) Chairs
- (1) Glass Front China Cabinet
- Curtains

Living Room

- Sectional Sofa
- Chair
- (2) Coffee Tables
- Curtains

Bedroom

- Full-Size Bed with Canopy
- (1) Triple Dresser with Mirror
- (2) End Tables with (2) Lamps
- Curtains

Building 1, Unit 1

RE265: 6/15/82(1) SAB

LAND TRUST AGREEMENT

TRUSTEE: E. B. Porter

BENEFICIARIES: Coastal Steel Construction Company

E. B. Porter

Raleigh W. Greene, Jr.

Harold E. Wells

Edward A. Phillips

DATE: June, 1982

TABLE OF CONTENTS

Page

Article One - Formation

1.01 Definitions and Recitals 1
1.02 Formation. 2
1.03 Name of Trust. 2
1.04 Office Location. 2
1.05 Purposes of Trust. 2
1.06 Scope of Trust 3
1.07 Acquisition of the Property. 3
1.08 Use of Name of Trustee 3

Article Two - Beneficiaries

2.01 Interest of Beneficiaries. 3
2.02 Personal Property. 3
2.03 Beneficiary Cannot Bind. 4
2.04 Agreement of Beneficiaries 4
2.05 Right to Inspect 5
2.06 Meetings 5
2.07 Liability. 5
2.08 Indemnification. 5

Article Three - Trustee

3.01 Duties of Trustee. 6
3.02 Trustee Not Individually Liable. 7
3.03 Reimbursement and Indemnification of Trustee . 7
3.04 Resignation of Trustee 7
3.05 Compensation of Trustee. 8
3.06 Trust Year 8
3.07 Bank Accounts. 8

Article Four - Contributions and Distributions

4.01 Initial Contributions. 8
4.02 Subsequent Contributions 8
4.03 Interest 9
4.04 Allocation of Profits and Losses 9
4.05 Distributions of Cash and Other Property . . . 9
4.06 Loans by Beneficiaries 9

Article Five - Default

5.01 Events of Default. 9
5.02 Result of Default. 9

000554

Page

Article Six - Third Parties

6.01 Protection of Third Parties Dealing with Trustee. 11
6.02 Trust Agreement Not to be Recorded 11
6.03 Outside Offers 11

Article Seven - Term and Termination; Transfers

7.01 Term 11
7.02 Termination. 12
7.03 Method of Assigning Interest of Beneficiary. . 12
7.04 Death of Beneficiary 13

Article Eight - Miscellaneous

8.01 Modification of Agreement. 13
8.02 Notices. 13
8.03 Governing Law. 13
8.04 Binding Effect 13
8.05 Interpretation 13
8.06 Validity 13
8.07 Agreement and Counterpart. 13
8.08 Entire Agreement 13
8.09 Waiver 13
8.10 Specific Performance 14
8.11 Attorneys' Fees. 14

LAND TRUST AGREEMENT

THIS IS A LAND TRUST AGREEMENT, hereinafter referred to as the Agreement, made and entered into this _____ day of June, 1982, by and among the following parties:

I. E. B. Porter of Suite 501, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, as trustee, hereinafter referred to as the Trustee, and

II. the following parties who will hereinafter be referred to in the singular as Beneficiary and collectively as Beneficiaries:

(a) Coastal Steel Construction Company of 950 31st Street South, St. Petersburg, Florida 33712, hereinafter referred to as Coastal.

(b) E. B. Porter of Suite 501, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, hereinafter referred to as Porter.

(c) Raleigh W. Greene, Jr. of Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, hereinafter referred to as Greene.

(d) Harold E. Wells care of Canning, Wells and Salzer, One Beach Drive S.E., St. Petersburg, Florida 33701, hereinafter referred to as Wells.

(e) Edward A. Phillips of 2431 Heron Terrace, Clearwater, Florida 33520, hereinafter referred to as Phillips.

RECITALS

(A) The Beneficiaries desire to hold for investment that certain real property more particularly described in Exhibit "A" attached, said real property hereinafter referred to as the Property.

(B) The Property consists of five (5) different parcels. Some of the Property has already been acquired in the name of the Trustee, while the remainder of the Property will be purchased after the execution of this Agreement pursuant to various contracts for the purchase and sale of real estate and those contracts will be collectively referred to as the Contract.

(C) The Beneficiaries desire that title to the Property be taken in the name of the Trustee and that the Trustee hold title to the Property, in trust, for the uses and purposes and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Trustee and the Beneficiaries covenant and agree as follows:

ARTICLE ONE - FORMATION

1.01 Definitions and Recitals.

(a) The abbreviations and definitions contained in the Preamble and the Recitals shall be used for purposes of this Agreement.

(b) The parties acknowledge and agree that all statements contained in the Recitals are true and correct and the Recitals by this reference are made a part of this Agreement.

(c) The term "Project" shall mean the manner in which the Beneficiaries agree, pursuant to the terms and conditions of this Agreement, to develop, manage, or otherwise deal with the Property.

(d) All exhibits attached to, referred to, or described in this Agreement are by this reference incorporated into this Agrement.

(e) The term "Trust" shall refer to the trust formed by this Agreement.

1.02 Formation. The parties hereby enter into and form the Trust for the limited purposes and scope set forth herein, to be governed and controlled by all of the terms and conditions of this Agreement. It is the intent of the parties to create a trust pursuant to Chapter 689.07, Florida Statutes, and except as expressly provided herein to the contrary, the rights and obligations of the parties, and the administration and termination of the Trust, shall be in accordance with said statute.

1.03 Name of Trust. The name of the Trust shall be "E. B. Porter, Trustee." The business and affairs of the Trust shall be conducted under such name. See, also, section 1.07.

1.04 Office Location. The principal office of the Trust shall be at the address noted in the preamble for the Trustee.

1.05 Purposes of Trust. The limited purposes of the Trust are:

(a) To acquire title to the Property pursuant to section 1.07.

(b) To operate, maintain, sell, develop, or otherwise deal with the Property, in whole or in part, all as agreed upon by the Beneficiaries pursuant to the terms and conditions of this Agreement.

(c) To set forth the terms and conditions by which the Trustee can manage the daily affairs of the Trust and the Property.

(d) To carry on any other activity necessary or incidental to the foregoing purposes.

The objects and purposes of this Trust shall be to hold title to the Property and to protect and conserve it until its sale or other disposition or liquidation. Other than managing the Property, the Trustee shall not transact business of any kind with respect to the Property within the meaning of Chapter 609, Florida Statutes, or any other law; nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or dejure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a partnership or joint venture by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

1.06 Scope of Trust. The scope of the Trust shall be limited to the accomplishment of the limited purposes set forth in section 1.05. It is specifically understood and agreed by the parties that the Trust extends only to, and is limited to, the rights and obligations under this Agreement, and nothing herein shall in any manner limit the parties in the carrying on of their respective businesses or activities, including the right of any party to own, invest in, manage or operate property, or to conduct activities which would be competitive with the business or investment activities of the Trust; provided, however, any business or other activity of any party outside the Trust shall not impair the ability of such party to carry out its obligations and responsibilities under the terms of this Agreement. Any party may enter into any activity similar or related to the activity contemplated by this Agreement, or into any other activity without first having offered participation in any such business or investment activity to any other party, and nothing contained in this Agreement shall give or be deemed to give any other party any share, participation, or interest in any other transaction or business of any party, and each party does hereby irrevocably waive any right it may have in law or equity to such other transactions or businesses or investment activities.

1.07 Acquisition of the Property. The Trust shall acquire the Property pursuant to the Contract. Title to all real property acquired by the Trust shall be held as follows: "E. B. Porter, Trustee."

1.08 Use of Name of Trustee. The name of the Trustee shall not be used by the Beneficiaries, or by any of them, in connection with any advertising or other publicity whatsoever without the written consent of the Trustee. For example, the Property shall not be advertised for sale in any manner which would use the name of the Trustee.

ARTICLE TWO - BENEFICIARIES

2.01 Interests of Beneficiaries. The Beneficiaries have the following percentage interests in the Trust:

(a) Coastal	33%
(b) Porter	25%
(c) Greene	19%
(d) Wells	19%
(e) Phillips	4%
Total	100%

Unless specifically noted to the contrary, all uses of the term "proportionately" (or use of any similar term or terms) in this Agreement with reference to the Beneficiaries shall mean the respective percentages set forth in this section. Also, unless specifically noted to the contrary, all references herein to "ownership interest", or similar phrases, shall refer to the percentages set forth in this section.

2.02 Personal Property.

(a) The interests of the Beneficiaries with respect to the Property and the Trust shall consist solely of the following rights:

(1) The right to direct the Trustee to convey or otherwise deal with the Property, and to manage and control the Property, all pursuant to the terms and conditions of this Agreement.

(2) The right to receive the proceeds from the rental, sale, mortgage, or any other transaction regarding the Property.

(3) The right to bear the ownership risks of investing in the Property, including the right and obligation to share losses among the Beneficiaries resulting from the ownership of the Property.

(b) The rights held by the Beneficiaries with respect to the Property and the Trust shall be deemed to be personal property and may be assigned and otherwise transferred as such, subject to the terms and conditions of this Agreement.

(c) No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust pursuant to this Agreement. No Beneficiary shall have any legal or equitable right to require partition of any real estate held in trust pursuant to this Agreement.

2.03 Beneficiary Cannot Bind. No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary, or to bind the Trustee or any other Beneficiary personally. No Beneficiary shall have any right or authority to contract in any manner with regard to the Property, except pursuant to the terms and conditions of this Agreement.

2.04 Agreement of Beneficiaries.

(a) The Beneficiaries shall direct the Trustee in the investment, holding, management, mortgaging, conveying, or otherwise dealing with the Property. This direction shall be in writing to the Trustee. The initial direction from the Beneficiaries to the Trustee is set forth in section 3.01 of this Agreement. Any such direction of the Beneficiaries to the Trustee shall be sufficient if a majority in percentage of interest, as set forth in section 2.01, agree and give such direction. The failure of any Beneficiary to join in such direction shall not relieve that Beneficiary of any of its obligations hereunder and the rights and obligations of such Beneficiary under this Agreement shall be the same as if such Beneficiary had agreed with the other Beneficiaries in their direction to the Trustee. Unless specifically provided for to the contrary, all provisions herein which require the "mutual agreement" (or similar term) of the Beneficiaries will be satisfied if Beneficiaries owning a majority in percentage of interest, as set forth in section 2.01, so agree.

(b) (1) The Trustee may from time to time request the consent and direction of the Beneficiaries in the following manner: the Trustee shall send such request in writing to each of the Beneficiaries pursuant to the notice provisions of section 8.02. If any Beneficiary fails to respond in writing within twenty (20) days after receipt of such written request, then said Beneficiary's consent is deemed given as requested by the Trustee. If any Beneficiary does not consent to the Trustee's request it shall so notify the Trustee in writing and this written notice must be sent to the Trustee pursuant to the notice provisions of section 8.02 and must be mailed on or before the expiration of the above-described twenty (20) day period. Upon receipt of any Beneficiary's

000559

denial of consent to the request, the Trustee shall be obligated to provide every other Beneficiary with a copy of the notice received from the Beneficiary who denied consent to the Trustee.

(2) Notwithstanding anything to the contrary in this Agreement, in the event that the Trustee is of the opinion, as determined in his sole discretion, that immediate action is required to preserve and protect any property owned by the Trust, then the Trustee is hereby authorized to take any and all such action as the Trustee determines is reasonable under the circumstances to preserve and protect the Trust's property, without the prior approval of the Beneficiaries; provided, however, the Trustee notifies the Beneficiaries as soon as possible thereafter.

2.05 Right to Inspect. Each Beneficiary shall have the right to examine and make copies of the Trust's books and records. Any such inspection shall be at reasonable times and may be performed by any agent of the Beneficiary. The Beneficiary making such inspection shall bear the expenses resulting from any such examination.

2.06 Meetings. The Trustee, or any two (2) of the Beneficiaries, may call a meeting of the Trustee and the Beneficiaries to be held at any time after the giving of at least seven (7) days written notice to all parties. At such meeting, the parties shall conduct any business and make any decision regarding any matter. For such meeting to be effective there must be a quorum of at least fifty percent (50%) in percentage ownership interest, as set forth in section 2.01, in attendance; and attendance shall include attendance by telephone or other electronic comunication device, and attendance shall further include the right of any Beneficiary to give his proxy to any person who shall then be entitled to attend such meeting and vote on behalf of the Beneficiary as if said Beneficiary were in fact present Any action taken by a properly convened quorum of the Beneficiaries shall bind all Beneficiaries not in attendance. The Trustee shall preside over such meeting, but it shall not be necessary for the Trustee to attend the meeting. It is permissible for any Beneficiary to give his proxy to the Trustee. Any meeting called pursuant to this section shall be held in Pinellas County, Florida, unless mutually agreed by the Trustee and all of the Beneficiaries.

2.07 Liability. The Trust shall be covered by appropriate policies of insurance as set forth in section 3.01 (b)(2). In the event any liability of any kind of the Trust (including liabilities owing to creditors) is not covered by insurance, the liability shall first be satisfied out of the assets of the Trust, and if such assets are not sufficient to fully pay the liabilities, then the Beneficiaries shall pay to the Trust in the proportions set forth in section 2.01 the amounts needed to satisfy such liability.

2.08 Indemnification. Each party shall be indemnified by the others and held harmless against and from all claims, demands, actions and rights of action which shall arise by virtue of anything done or omitted to be done by the other (through or by agents, employees, or other representatives) outside the scope of, or in breach of, the terms and conditions of this Agreement; provided, the other shall be promptly notified of the existence of the claim, demand, action or right of action and shall be given reasonable opportunity to participate in the defense thereof.

ARTICLE THREE - TRUSTEE

3.01 Duties of Trustee.

(a) The Trustee shall act at the direction of the Beneficiaries. See section 2.04.

(b) Unless specifically directed to the contrary by the Beneficiaries, the Trustee shall have the following duties and powers:

(1) To Execute Instruments. When and as directed to do so by the Beneficiaries, the Trustee shall execute such instruments as shall be necessary to deal with the Property and carry out the direction of the Beneficiaries.

(2) Insurance. The Trustee shall obtain, on behalf of the Trust, such insurance as the Trustee, or the Beneficiaries, at any time request in such amounts and against such risks and perils as may be specified by the Trustee or the Beneficiaries. The Trustee shall keep the Beneficiaries advised of the insurance coverage of the Trust and the Property and shall not be liable for damages resulting from inadequate insurance coverage.

(3) Books and Records. The Trustee shall keep, or cause to be kept, complete books of account and records of all Trust activity. Such books shall be kept at the address of the Trustee set forth in the preamble, or at such other place as the Trustee shall notify the Beneficiaries in writing.

(4) Financial Reports. The Trustee shall, on or before February 1st of each year, provide the Beneficiaries with an accounting report showing the results of the Trust's operation for the preceding calendar year and the financial position of the Trust as of the preceding December 31st.

(5) Budgets. The Trustee shall be responsible for preparing periodic budgets detailing the anticipated receipts and expenditures of the Trust, and setting forth those amounts which the Beneficiaries may have to contribute to the Trust. Any such budget shall project anticipated receipts and expenses for a time period at least six (6) months into the future. This budget shall be continually updated by the Trustee so as to keep the Beneficiaries advised as to their obligations to contribute to the Trust.

(6) Reports Regarding the Property. The Trustee shall promptly furnish the Beneficiaries with copies of any written communication from any governmental or quasi-governmental entity regarding the Property. The Trustee shall also promptly advise the Beneficiaries in writing of any similar oral communications. In the event that any such entity communicates with any Beneficiary, that Beneficiary shall be obligated to promptly notify the Trustee and the other Beneficiaries regarding such communication. This section includes any and all communications regarding ad valorem property taxes affecting the Property.

(7) Income Tax Returns. The Trustee shall file any income tax returns required by law; provided, such returns must first be reviewed and approved by the Beneficiaries.

(8) Professionals. The Trustee is authorized to engage, on behalf of the Trust, the services of such accountants, attorneys, and other outside professionals as the

Trustee determines is necessary to administer the Trust and manage the Property.

(9) Payment of Expenses. The Trustee shall see that the Trust makes timely payment of all indebtedness owing by the Trust, including real estate taxes and special assessments, prior to delinquency, and to have the Trust make any such other payments and perform any such other acts as the Trustee may deem necessary to preserve the interest of the Trust in the Property.

(10) Final Accounting. Upon the termination of this Trust the Trustee shall prepare a final accounting report of the Trust's operations, which shall include a report for those operations since the date of the Trustee's last preceding annual report.

(11) Termination. Unless the Trust is terminated by operation of any other provision of this Agreement, or by the agreement of the Beneficiaries, or by operation of law, this Trust shall terminate on January 1, 2010 and at such time the Trustee shall transfer, convey and deliver to the then Beneficiaries their respective undivided interests in all of the property of the Trust, whether realty or personalty, and each such Beneficiary shall also assume their respective undivided interests in the debts and obligations of the Trust.

(c) The Trustee shall manage the Property in accordance with its present use. Incident to such management, and consistent with the budget prepared in accordance with section 3.01(b)(5), the Trustee shall be authorized to disburse funds on behalf of the Trust to make the payments described in such budget and to otherwise manage the Property.

3.02 Trustee Not Individually Liable. The Trustee shall not be required, in dealing with the Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever nor to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liablity or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with the Property or in otherwise acting under this Agreement, except only so far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation.

3.03 Reimbursement and Indemnification of Trustee. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustee, with interest at the rate of eighteen percent (18%) per annum, all such payments made or liabilities incurred by the Trustee, together with his expenses, including reasonable attorneys' fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made of liabilities incurred by him for any reason whatsoever as a result of this Agreement; and all such amounts so paid by the Trustee, as well as his compensation under this Agreement, shall constitute a lien on the Property. The Trustee shall not be required to convey or

otherwise deal with the Property so long as any money is due to the Trustee under this Agreement; nor shall the Trustee be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust or any property of the Trust or interest under this Agreement unless he shall be furnished with sufficient funds or be indemnified to his satisfaction.

3.04 Resignation of Trustee.

(a) The Beneficiaries, after agreement of those Beneficiaries who own at least fifty percent (50%) of the interests of the Trust, can terminate the Trustee at any time for any reason; and in such event a majority of the Beneficiaries in ownership interest shall select a new Trustee as soon as possible.

(b) The Trustee may resign at any time by sending a notice of his intention to do so to each of the Beneficiaries. Such resignation shall become effective ten (10) days after the mailing of such notices. In the event of such resignation, a successor shall be apointed by the mutual agreement of the Beneficiaries, and the Trustee shall convey the Property to such successor. If no successor is so named within ten (10) days after the mailing of such notices, then the Trustee may convey the Trust Property to the Beneficiaries in accordance with their respective interests, or the Trustee, at his option, may file a suit for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a lien on the Property for his costs, expenses and attorneys' fees and for his reasonable compensation.

(c) The term "Trustee" shall also refer to any successor trustee selected by the Beneficiaries.

3.05 Compensation of Trustee. The Trustee shall receive a fee for services rendered as Trustee in such amounts as determined by a majority in interest of the Beneficiaries.

3.06 Trust Year. The Trust shall operate on a calendar year ending December 31st.

3.07 Bank Accounts. Funds of the Trust shall be deposited in such financial institutions as the Beneficiaries shall mutually agree. The Trustee shall have the authority to disburse funds from any such account; however, no Beneficiary, acting alone, shall have the right to disburse funds from any such account unless agreed upon by all Beneficiaries.

ARTICLE FOUR - CONTRIBUTIONS AND DISTRIBUTIONS

4.01 Initial Contributions. The Beneficiaries shall make the contributions set forth in Exhibit "B" upon the formation of the Trust.

4.02 Subsequent Contributions. The Beneficiaries shall make such subsequent contributions of cash to the Trust as are necessary to provide the funds to make the payments set forth in the budget prepared by the Trustee. Through use of budgets the Trustee shall keep the Beneficiaries advised of the funding requirements of the Trust, and the Beneficiaries shall be obligated to contribute their respective share of the necessary funds within ten (10) days of written request by the Trustee and it is not necessary for such written request be sent pursuant to the notice provisions of section 8.02. All contributions pursuant to this section shall be

made proportionately by the Beneficiaries, as set forth in section 2.01.

4.03 Interest. No interest shall be payable by the Trust to any Beneficiary for funds contributed to the Trust pursuant to sections 4.01 or 4.02.

4.04 Allocation of Profits and Losses.

(a) All profits and losses of the Trust shall be allocated to the Beneficiaries in the proportions set forth in section 2.01.

(b) Accounting for income tax purposes shall be the same as accounting for financial purposes, unless otherwise agreed by the Beneficiaries.

4.05 Distributions of Cash and Other Property. Unless specifically agreed upon by all of the Beneficiaries, any and all distributions of cash or property of any kind from the Trust to the Beneficiaries must be made to all Beneficiaries in the proportions set forth in section 2.01. Distributions of cash or other property shall occur only upon the direction of the Beneficiaries.

4.06 Loans by Beneficiaries. Beneficiaries shall not make loans or lend money to the Trust, or advance moneys on behalf of the Trust. It is the intent of the Beneficiaries that all funds needed by the Trust from the Beneficiaries be obtained through contributions pursuant to sections 4.01 and 4.02.

ARTICLE FIVE - DEFAULT

5.01 Events of Default. The following events shall be deemed to be events of default by a Beneficiary:

(a) Failure of a Beneficiary to make, when due, any contribution or advance required to be made under the terms of this Agreement.

(b) Violation of any of the other provisions of this Agreement.

(c) The levy or attachment of any interest of a Beneficiary in the Trust by a creditor or by any person claiming a lien thereon; any assignment by a Beneficiary for the benefit of its creditors; the filing vountar by a Beneficiary, or the invountary filing by another against a Beneficiary, of a petition for adjuication of a Beneficiar is insolvent or bankrupt; the use of any insolvency act under any provision of state or federal bankruptcy laws as then in force and effect; the appointment of any receiver or trustee in any insolvency proceeding for a Beneficiary; or the filing of any petition for, or consent to, any of the foregoing by a Beneficiary.

(d) Any voluntary or involuntary assignment by a Beneficiary of any of its rights or interests in the Trust or this Agreement contrary to the provisions of this Agreement.

5.02 Result of Default.

(a) On the occurrence of an event of default by a Beneficiary (hereinafter referred to as the "Defaulting Beneficiary"), any other Beneficiary (hereinafter referred to as the "Non-Defaulting Beneficiary") shall give the Defaulting Beneficiary a Notice of Default specifically setting forth the

nature of the default and stating that the Defaulting Beneficiary shall have ten (10) days from date of receipt of said notice to cure the default. If the Defaulting Beneficiary does not cure the default within such ten (10) day period, the Non-Defaulting Beneficiary shall have the right to:

(1) bring any proceeding in the nature of specific performance, injunction or other equitable remedy, by or on behalf of all Beneficiaries, or the Non-Defaulting Beneficiary only, it being acknowledged by each of the Beneficiaries that damages at law may be an inadequate remedy for a default or threatened breach of this Agreement;

(2) bring an action at law by or on behalf of all Beneficiaries, or the Non-Defaulting Beneficiary only, as may be permitted in order to recover damages.

(b) (1) If any Beneficiary shall default in the performance or observance of any covenant, condition, or other provision of this Agreement to be performed or observed, any other Beneficiary may, without waiving any claim for breach of this Agreement, and after written notice which is reasonable under the circumstances, cure such default for the account of the Defaulting Beneficiary or assist the Defaulting Beneficiary, and the Defaulting Beneficiary shall reimburse or repay any reasonable amount paid and any reasonable expense or contractual liability so incurred, with interest at the highest lawful rate; and, said obligation to reimburse and repay, which is deemed a loan to the Defaulting Beneficiary by the Beneficiaries providing the funds, shall be secured by a lien on the interest of the Defaulting Beneficiary in the Trust, which lien may be foreclosed, at the option of the Beneficiary exercising this option to cure default.

(2) In addition, the Beneficiary (or Beneficiaries) curing the default by providing funds on behalf of the Defaulting Beneficiary shall have the option after the loan has been outstanding for more than three (3) months to acquire portions of the ownership interest, as set forth in section 2.01, of the Defaulting Beneficiary as follows: For every FIVE THOUSAND DOLLARS ($5,000.00), or part thereof, excluding interest charged pursuant to this section, not contributed by the Defaulting Beneficiary for each and every thirty (30) day period, or part thereof, in excess of the above-described three (3) months, the Defaulting Beneficiary shall forfeit a portion of his percentage ownership interest set forth in section 2.01, and this amount, per said thirty (30) day period, or part thereof, shall be two percent (2%) of total Trust ownership. That is, not 2% of the Defaulting Beneficiary's percentage interest, but 2% of 100% -- as an example, a Defaulting Beneficiary owning a twenty percent (20%) ownership interest in the Trust would have that interest reduced to 18%, and then to 16%, and so on for each 30 day period described herein. The ownership interest so forfeited shall be allocated to those Beneficiaries who have provided the funds necessary to make up for the deficiency in funding. This forfeiture and shift of ownership interest shall not operate to eliminate or affect the amount of the loan made pursuant to this section 5.02(b).

The Defaulting Beneficiary shall not be considered to have any "vested" interest in the unrealized appreciation in the assets of the Trust at the time of the above-described shift in ownership interest. As an example, assume the following facts: the sole asset of the Trust is a piece of real property purchased for $100,000; the Defaulting Beneficiary had a 20% ownership interest; the real property had increased in value to $400,000 at the time of default but had not yet been sold by

the Trust; the default results in a shift in ownership interest reducing the Defaulting Beneficiary's interest to 18%; and one year later the real estate is sold for $600,000. In such event the Defaulting Beneficiary's share would be 18% of $600,00 (or $108,000) and not 20% of $400,000 plus 18% of the $200,000 in appreciation from $400,000 to $600,000 (or a total of $116,000).

(c) No assignment or transfer of a Defaulting Beneficiary's interest, including by operation of section 5.02 (b), shall relieve the Defaulting Beneficiary from any personal liability for outstanding indebtedness, liabilities, liens, and obligations relating to the Trust which may exist on the date of the assignment or transfer.

ARTICLE SIX - THIRD PARTIES

6.01 Protection of Third Parties Dealing With Trustee. No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this Agreement have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustee or (d) be privileged to inquire into any of the terms of this Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust: (a) that at the time of its delivery the Trust created under this Agreement was in full force and effect; (b) that such instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon all Beneficiaries; (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

6.02 Trust Agreement Not to be Recorded. This Agreement shall not be placed on record in the county in which the Property is situated, or elsewhere, but if it is so recorded, such recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

6.03 Outside Offers. Any and all offers or communications received by the Trustee or by any of the Beneficiaries regarding the sale of all, or substantially all, of the Property must be communicated to all other parties as quickly as possible.

ARTICLE SEVEN - TERM AND TERMINATION; TRANSFERS

7.01 Term. This Trust shall terminate upon the first to occur of the following events:

(a) By mutual agreement of Beneficiaries owning at least seventy-five percent (75%) of the Trust, as set forth in section 2.01.

(b) Upon the sale of all of the Trust's property.

(c) By operation of law.

(d) As provided for in section 3.01(b)(11).

7.02 Termination. Upon termination of the trust the Beneficiaries shall have the right to share in the assets of the Trust in the proportions set forth in section 2.01, and shall also have the obligation to share in the debts and liabilities of the Trust in those same proportions.

7.03 Method of Assigning Interest of Beneficiary. The interest of a beneficiary under this Trust, or any part of such interest, may be transferred only by a written assignment, executed in duplicate and delivered to the Trustee. The Trustee shall note his acceptance on the original and duplicate original of such assignment, retain the original and deliver the duplicate original to the assignee as and for his evidence of ownership of a beneficial interest under this Agreement. No assignment of any interest under this Agreement (other than by operation of law) that is not so executed, delivered and accepted shall be binding upon the Trustee. No assignment of any interest that includes the power to direct the Trustee to convey or otherwise deal with the Property shall be valid without the written approval of all of the other Beneficiaries who possess such power of direction. No person who is vested with such power of direction, but who is not a Beneficiary under this Agreement, shall assign such power without the written consent of all of the Beneficiaries. Notwithstanding anything contained in the foregoing provisions of this section to the contrary, a Benenficiary under this Trust may only assign his interest to a non-beneficiary in the manner set forth below:

(a) The Beneficiary under this Trust shall notify the Trustee in writing of his intention to sell his interest.

(b) The Trustee shall determine the reasonable market value of such interest and within thirty (30) days after receipt of the writing set forth in (a) next above, notify all other Beneficiaries of such notice, the market value of such interest and the right of each Beneficiary under this Trust (other than the one offering his interest for sale) to purchase a fractional percentage of such interest in accordance with each Beneficiary's interest in the Trust.

(c) Each Beneficiary under this Trust so notified (other than the one offering his interest for sale) shall have thirty (30) days from the date of receipt of the notice under (b) to purchase his fractional share of such interest for sale for the value set forth above (or such additional fractional shares as permitted to the Beneficiary so electing by other Beneficiaries not so electing).

(d) In the event that all of the interest for sale is not purchased within the time specified, then the Beneficiary under this Trust offering such interest for sale may sell such interest (or fraction thereof) to any third party.

(e) In the event any Beneficiary under this Trust elects to purchase the fractional interest as set forth in (c) next above and tenders the proper purchase price in cash, the Beneficiary under this Trust offering his interest for sale shall execute a legally sufficient assignment and/or

bill of sale to transfer his interest (or fraction thereof) to the other Beneficiary.

7.04 Death of Beneficiary. The death of any individual Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee. Any Beneficiary may devise his interest in the Trust as personal property and his successors shall become a Beneficiary hereunder.

ARTICLE EIGHT - MISCELLANEOUS

8.01 Modification of Agreement. This Agreement may be amended or modified only by the written concurrence of all Beneficiaries, and also the Trustee regarding those provisions which affect the duties and obligations of the Trustee.

8.02 Notices. Any notice required or provided for in this Agreement shall be directed to the parties at the addresses set forth in the preamble of this Agreement. All notices shall be mailed ceritified mail, return receipt requested, except as specifically provided otherwise in this Agreement.

8.03 Governing Law. All questions with respect to this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Florida.

8.04 Binding Effect. This Agreement shall be binding upon all of the parties hereto and upon their assigns and successors in interest.

8.05 Interpretation.

(a) When the context in which the words are used in this Agreement indicates that such is the intent, words in the singular shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter gender and vice versa.

(b) The table of contents, article or section titles and the captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

8.06 Validity. In the event any provision of this Agreement shall be held to be invalid, the same shall not effect, in any respect whatsoever, the validity of the remainder of the Agreement.

8.07 Agreement and Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement which shall be binding on the parties hereto, notwithstanding that all of the parties are not signatory to the original of the same counterpart.

8.08 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreement between them respecting said subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement, which are not fully expressed herein.

8.09 Waiver. No consent or waiver, expressed or implied, by any party to or of any breach or default by any other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or

of any other breach or default in the performance by such other of the same of any other obligation of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder.

8.10 Specific Performance. The rights and remedies of any of the parties hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agrees that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but shall not limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for breach or threatened breach of any provision hereof, it being the intention by this paragraph to make clear that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

8.11 Attorneys' Fees. In the event that any party is required to engage the services of legal counsel to enforce rights under this Agreement, regardless of whether such action results in an actual lawsuit being filed, the prevailing party shall be entitled to reasonable attorneys' fees. In the event of litigation, said attorneys' fees shall include fees and costs, both at trial and on appeal.

IN WITNESS WHEREOF, the parties hereto have caused this Land Trust Agreement to be executed in several counterparts the day, month and year first written above.

WITNESSES:

Anne Granville

Margaret E. Markell

E. B. PORTER, as Trustee and Beneficiary

COASTAL STEEL CONSTRUCTION COMPANY, a Florida corporation

Anne Granville

Margaret E. Markell

By _____
Its President

(CORPORATE SEAL)

Anne Granville

Margaret E. Markell

RALEIGH W. GREENE, JR.

RE265(F ./15/82(1) SAB

HAROLD E. WELLS

EDWARD A. PHILLIPS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1982, by E. B. PORTER, as Trustee and Beneficiary.

Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 4 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of June, 1982, by George B. Curry, Jr. the _____ President of COASTAL STEEL CONSTRUCTION COMPANY, a Florida corporation, on behalf of the corporation.

Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 4 1984
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknolwedged before me this 23rd day of June, 1982, by RALEIGH W. GREENE, JR.

Notary Public

(SEAL)

My Commission Expires:

000570

RE265(6/15/82(1) SAB

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknolwedged before me this _____ day of June, 1982, by HAROLD E. WELLS.

_____
Notary Public

(SEAL)

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

My foregoing instrument was acknolwedged before me this _____ day of June, 1982, by EDWARD A. PHILLIPS.

_____
Notary Public

(SEAL)

My Commission Expires:

000571

ADDENDUM TO LAND TRUST AGREEMENT

THIS ADDENDUM TO LAND TRUST AGREEMENT ("Addendum") is made and entered into this 23rd day of June 1982, by and between E. E. PORTER, as Trustee, (the "Trustee"), E. E. PORTER, COASTAL STEEL CONSTRUCTION COMPANY, a Florida corporation, RALEIGH W. GREENE, JR., HAROLD E. WELLS, EDWARD A. PHILLIPS, (collectively, the "beneficiaries") and FERNAND ST. GERMAIN, ("St. Germain") and is made in reference to the following facts:

(A) On or about June 23, 1982, the Trustee and the Beneficiaries entered into a Land Trust Agreement dated June 23, 1982 (the "Agreement"), the purposes of which are to acquire title to certain real property described therein and to operate, maintain, sell, develop or otherwise deal with said real property.

(B) The parties hereto desire to modify and amend the terms of said Agreement to provide for the addition of St. Germain as a beneficiary under the land trust described in the Agreement, and the provisions of this Addendum operate to make such modification.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Trustee, the Beneficiaries, and St. Germain covenant and agree as follows:

1. Recitals. The parties acknowledge and agree that the statements contained in the recitals of fact made above (the "Recitals") are true and correct, and the Recitals by this reference are made a part of this Addendum.

2. Modifications. The terms and provisions of the Agreement are hereby modified and amended as follows:

(a) Section 11 of the introductory paragraph of the Agreement is hereby amended by the addition of the following subsection at the end of the section:

(f) Fernand St. Germain of 121 Woodland Trail, Woonsocket, Rhode Island 02895.

(b) Section 2.01 of the Agreement is hereby amended so that the percentage interests in the land trust of the beneficiaries are as follows:

(i)	Coastal	31%
(ii)	Porter	23%
(iii)	Greene	18%
(iv)	Wells	19%
(v)	Phillips	4%
(vi)	St. Germain	5%
	TOTAL	100%

(c) Section 4.01 of the Agreement is hereby deleted in its entirety.

(d) Section 7.03 of the Agreement is hereby deleted in its entirety and the following provision inserted in its place:

7.03 Method of Assigning Interest of Beneficiary. The interest of a beneficiary under this Trust, or any part of such interest, may be transferred only after written consent to the transfer is obtained

from the Trustee. The transfer must be by a written assignment, executed in duplicate and delivered to the Trustee. The Trustee shall note his consent on the original and duplicate original of such assignment, retain the original and deliver the duplicate original to the assignee as and for his evidence of ownership of a beneficial interest under this Agreement. No assignment of any interest under this Agreement (other than by operation of law) that is not so consented to, executed, and delivered shall be binding upon the Trustee. Notwithstanding anything contained in the foregoing provisions of this section to the contrary, a Beneficiary under this Trust may only assign his interest to a non-beneficiary in the manner set forth below:

(a) The Beneficiary under this Trust shall notify the Trustee in writing of his intention to assign his interest, and shall request the consent of the Trustee to the assignment.

(b) The Trustee shall determine the reasonable market value of such interest and within thirty (30) days after receipt of the writing set forth in (a) next above, shall notify all other Beneficiaries of such notice, the market value of such interest, and the right of each Beneficiary under this Trust (other than the one offering his interest) to purchase a fractional percentage of such interest in accordance with each Beneficiary's interest in the Trust disregarding the interest being sold.

(c) Each Beneficiary under this Trust so notified (other than the one offering his interest) shall have thirty (30) days from the date of receipt of the notice under (b) to purchase his fractional share of such interest for the value set forth above (or such additional fractional shares as are permitted to the Beneficiary so electing by other Beneficiaries not so electing).

(d) In the event that all of the interest is not purchased within the time specified, then the Beneficiary under this Trust offering such interest may assign such interest (or fraction thereof) to any third party.

(e) In the event any Beneficiary under this Trust elects to purchase the fractional interest as set forth in (c) above and tenders the proper purchase price in cash, the Beneficiary under this Trust offering his interest shall transfer his interest (or fraction thereof) to the other Beneficiary.

(f) Any transfer pursuant to (d) or (e) hereinabove shall be by written assignment, executed in duplicate and delivered to the Trustee. The Trustee shall note his consent on the original and duplicate original of such assignment, retain the original, and deliver the duplicate original to the assignee. Such assignment shall not be binding on the Trustee unless it is so consented to, executed, and delivered.

000573

3. Other Provisions. All of the terms and provisions of the Agreement shall remain in full force and effect, except as hereby modified.

4. Severability. Whenever possible each provision of this Addendum shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision herein shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of the Addendum.

5. Governing Law. All questions with respect to this Addendum and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida.

6. Binding Effect. This Addendum shall bind the successors and assigns of the parties hereto. It constitutes the entire understanding of the parties hereto, and it may not be modified except in writing.

7. Counterparts. This Addendum may be executed in several counterparts, and all so executed shall constitute one Addendum which shall be binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

8. Effective Date. This Addendum shall have an effective date of June 23, 1982.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum and shall be deemed to have executed such on the day and year first above written.

Signed, sealed and delivered
in the presence of:

As to E. E. Porter

E. E. PORTER, Individually and as Trustee

As to Coastal Steel Construction Company

As to Raleigh W. Greene, Jr.

COASTAL STEEL CONSTRUCTION COMPANY, a Florida corporation

By _____
Its President

(CORPORATE SEAL)

RALEIGH W. GREENE, JR.

HAROLD W. WELLS

As to Harold W. Wells

EDWARD A. PHILLIPS

As to Edward A. Phillips

FERNAND ST. GERMAIN

As to Fernand St. Germain

STATE OF [illegible])
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1983, by E. E. PORTER, individually and as Trustee.

Notary Public

(SEAL)
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 17, 1983

STATE OF Florida)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 12 day of April, 1983, by George B. Curry, as President of COASTAL STEEL CONSTRUCTION COMPANY, a Florida corporation, on behalf of the corporation.

Notary Public

(SEAL)
My Commission Expires:

Notary Public, State of Florida at Large
My commission expires April 23, 1986

June 15, 1982

MEMORANDUM

To: E. B. "Joe" Porter

STATE OF Florida)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 12 day of April, 1983, by RALEIGH W. GREENE, JR.

Notary Public

(SEAL)
My Commission Expires:

Notary Public State of Florida at Large
My commission expires April 23, 1986

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by HAROLD W. WELLS.

Notary Public

(SEAL)
My Commission Expires:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by EDWARD A. PHILLIPS.

Notary Public

(SEAL)
My Commission Expires:

STATE OF Virgin Islands)
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by FERNAND ST. GERMAIN.

Notary Public

(SEAL)
My Commission Expires:
6/30/84

Closing Statement February 14 19 84

Seller: E. B. Porter, as Trustee

Buyer: Town 'N Country Park, Inc.

Property Address:

County Hillsborough City Tampa

Legal Description:

See attached Exhibit "A"

Closing Statement _____ 19____

Seller: _____

Buyer: _____

Property Address:

County _____ City _____

Legal Description:

SELLER'S COPY	DUE SELLER	CREDIT BUYER	BUYER'S COPY	DUE SELLER	CREDIT BUYER
SELLING PRICE	1,272,280.00		a. PURCHASE PRICE	1,272,280.00	
DOWN PAYMENT		100,000.00	b. DOWN PAYMENT		100,000.
MORTGAGES: a—Assumed by Buyer			c. MORTGAGES: a—Assumed by Buyer		
b—Executed by Buyer		550,140.00	b—Executed by Buyer		550,140.
RENTS, pro rated			d. RENTS, pro-rated		
INTEREST, pro rated			e. INTEREST, pro-rated		
INSURANCE: Fire Unearned Premium			f. INSURANCE: Fire Unearned Premium		
Other Unearned Premium			Other Unearned Premium		
TAXES: a—Based on ____ days credit to Seller, or b—Based on 44 days credit to Buyer		1,168 20	g. TAXES a—Based on ____ days credit to Seller, or b—Based on 333 days credit to Buyer		1,168 2
19____ City Taxes	a	b	h. 19____ City Taxes	a	b
19 9691 31 County Taxes	a	b	i. 19 9691 31 County Taxes	a	b
19____ Personal Taxes	a	b	j. 19____ Personal Taxes	a	b
Credit for offsite improvements		75,000 00	k. Credit for offsite Improvements		75,000.
			l.		
			m.		
TOTALS	1,272,280 00	726,308.20	TOTALS	1,272,280 00	726,308.
Column "A" less Column "B"	545,971 80		n. Column "A" less Column "B"	545,971.80	
BALANCE DUE SELLER			o. BALANCE DUE SELLER		
SELLER'S EXPENSES OF SALE		CHARGE SELLER	BUYER'S EXPENSES OF SALE		CHARGE BUYER
1983 Taxes (include additional acreage)		12,292 63	p. Abstracting Charges		
Broker's Commission		30,000 00	q. Attorney Fees		
Record 3 Satisfactions		27 00	r. Escrow Fees		
Florida Documentary Surtax Stamps on Deed			s. Florida Revenue Stamps, on Note		825 30
Florida Revenue Stamps, on Deed		5,725 35	t. Intangible Tax on Mortgage		1,100 28
Intangible Tax on Mortgage			u. Recording Deed		9 00
FCNB/Lane Mtg		429,468 62	v. Recording Mortgage		61 00
Harzolf Mtg		29,386 34	w. UCC Recordings		16 25
			x. Mortgage Transfer Fee		
Title insurance (POC)			y.		
TOTAL EXPENSES TO SELLER		$506899 94	z. Title Insurance Mtgee		50 00
			TOTAL EXPENSES TO BUYER		$ 2,081 83

SUMMARY:

DOWN PAYMENT *(2)	Owed / Paid Seller	$ _____
(plus) BALANCE DUE SELLER *(1)		$ 545,971.80
TOTAL		$ _____
(less) SELLER'S EXPENSES *(2b)		$ 506,899.94
CASH TO SELLER		$ 39,071.86
		-2611.00
		36,460.86

Taxes and Insurance pro-rated as of _____ 19____ based on year 19____, in the amount of $_____

Abstract delivered to _____

Insurance Policies delivered to _____

Note, with cancelled stamps, to _____

"Received a true copy of above and hereby approves same and certifies same correct."

000578

TOWN 'N COUNTRY PARK, INC.

SUMMARY:

BALANCE DUE SELLER (*1)	$545,971.80
(plus) BUYER'S EXPENSES (*2)	$ 2,081.83
NET CASH DUE FROM BUYER	$548,053.63
Check from Buyer	550,000.00
Balance to be returned to Buyer	$ 1,946.37

Taxes and Insurance pro-rated as of _____ 19____ based on year 19____, in the amount of $_____

Abstract delivered to _____

Insurance Policies delivered to _____

Note, with cancelled stamps, to _____

"Received a true copy of above and hereby approves same and certifies same correct."

Exh A - legal description + survey } not attached
Exh C - site plan showing phases

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is executed this 10th day of May, 1983, by and between E.B. PORTER, AS TRUSTEE (the "Seller") and TOWN 'N COUNTRY PARK, INC., a Florida corporation (the "Purchaser"), and is made in reference to the following facts:

(A) Seller is the owner in fee simple title to that certain real property set forth in Exhibit "A" attached hereto and by this reference made a part hereof (collectively the "Property").

(B) The Property is free and clear of all encumbrances except for those matters set forth in Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Title Exceptions").

(C) Purchaser is the developer of the subdivision located adjacent to the Property known as Logan Gate Village Phase I, II and III. Purchaser is desirous of purchasing the Property in phases as set forth below and developing it into a residential subdivision.

(D) The Purchaser presently intends to develop the Property in accordance with the General Site Development Plan for the Property prepared by Heidt & Associates, Inc., a copy of which is attached hereto marked Exhibit "C" and by this reference made a part hereof. The Purchaser presently intends to purchase the Property from Seller and thereafter to develop the purchased land, all in three phases in the order and configuration set forth in Exhibit "C".

(E) This Agreement is intended to set forth the agreement between the parties as to the method by which the Property will be purchased by the Purchaser from the Seller in phases.

NOW THEREFORE, for and in consideration of the premises and for other valuable consideration to each of the parties hereto, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. Recitals. The parties agree that the statements of fact set forth above (the "Recitals") are true and correct to the best of their respective knowledge and belief, and the Recitals by this reference are made a part of this Agreement.

2. Abbreviations. The following abbreviations and definitions will be used for purposes of this Agreement:

(a) The abbreviations set forth in the Preamble and the Recitals will be used for purposes of this Agreement.

(b) The phrase "Agreement" shall mean the Purchase and Sale Agreement between the parties as set forth below.

(c) The phrase "Closing Place" shall mean the main offices of Seller's Counsel (as defined below) located at the Tenth Floor, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701.

(d) The phrase "Construction Approval" shall mean as to each phase of the Property the following: (i) Approval from all applicable governmental authorities to plat and develop a single-family residential subdivision on each phase in accordance with the Site Plan, whether the improvements are to be completed either before or following the recordation of such plat as permitted in the Hillsborough County Subdivision Regulations; (ii) Commitments from all applicable governmental authorities or agencies for the extension of water and sewer services to the applicable phase of the Property; and (iii) VA, FHA and FNMA approval of such subdivision. Purchaser shall be solely responsible for applying for and paying the cost of such Construction Approval, and taking such action as may be required by the applicable governmental authorities or agencies as a condition precedent to such approval, all of which shall be applied for after obtaining the rezoning set forth below as to each phase of the Property within the periods described below and thereafter continuously and in good faith sought to be obtained by Purchaser.

(e) The phrase "First Deposit" shall mean the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00).

(f) The phrase "Normandy Road" shall mean the existing county road maintained by the County of Hillsborough with its present width, and which is adjacent to the Property and connects with Gunn Highway.

(g) The phrase "Offsite Improvements" shall mean (i) the widening and paving of Normandy Road as a two lane road in accordance with Hillsborough County Regulations to a width required by the County of Hillsborough not to exceed a width of sixty (60) feet, from the entrance road from Normandy Road into the Property set forth on the Site Plan to Gunn Highway; (ii) the improvement of Gunn Highway or Normandy Road at their intersection by deceleration lanes, acceleration lanes, median cuts, changing of utility or drainage lines under such roads or otherwise reasonably incident to the connection of Normandy Road with Gunn Highway as may be required by applicable governmental authorities; and (iii) the providing of a traffic light if required by applicable governmental authorities at the intersection of Gunn Highway and Hendersen Road, all of which must be incident to and a condition imposed by the applicable governmental authority as a condition to granting a Construction Approval as to any phase of the Property or the rezoning set forth below.

(h) The phrase "Offsite Costs" shall mean the reasonable costs of making the Offsite Improvements, which costs shall be established by Purchaser obtaining contracts for making the Offsite Improvements between Purchaser and a general contractor or contractors, which contract(s) and which contractor(s) shall be subject to the prior written approval of Seller, which approval shall not be unreasonably withheld.

(i) The phrase "Offsite Costs of Seller" shall mean one-half of the Offsite Costs, not to exceed the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00).

(j) The phrase "Phase" shall mean the three phases of the Property (which in combination constitute all of the Property) that will be purchased by the Purchaser from the Seller pursuant to this Agreement. The parties understand and agree that the present configuration for each Phase set forth in Exhibit "C" is only an approximation by Purchaser at present, and may have to be changed by reason of engineering requirements or requirements imposed by applicable governmental authorities as a condition to rezoning of the Property or Con-

struction Approval for such Phase set forth below. Accordingly, the Purchaser shall have the right to change the configuration of each Phase at any time prior to the closing on such Phase set forth below, but subject to the following limitations: (i) the first phase to be purchased (Phase I) shall be at least thirty-seven and one-half (37-1/2) acres and shall be located in the westerly portion of the Property as presently depicted in Exhibit "C"; (ii) the second phase to be purchased (Phase II) shall be at least eighteen and 75/100 (18.75) acres and shall be located in the southeasterly portion of the Property as presently depicted in Exhibit "C"; (iii) the third phase to be purchased (Phase III) shall cover the remaining portions of the Property and shall specifically include the entrance road area from Normandy Road into the Property as presently depicted in Exhibit "C"; (iv) the reconfigurations will not diminish the value of any phase by reason of an unusual configuration which by its nature would make the Property in such new Phase configuration less marketable or less valuable; (v) the reconfiguration will not adversely affect or make more expensive the right and ability of Seller to provide ingress, egress, utilities and drainage to either Phase II or Phase III; (vi) the reconfiguration is required for valid engineering reasons or by requirements of the applicable governmental authority by reason of rezoning or Construction Approval set forth below; (vii) the new Phase lines are on the lot lines and do not encroach into any proposed lot set forth in the Site Plan then in effect and approved by Seller; and (viii) the prior written approval of Seller is obtained that the reconfigured Phases do not violate the above limitations, which approval will not be unreasonably withheld. The Purchaser shall furnish to the Seller the legal description of a Phase before Construction Approval is applied for, as well as a graphic description of such Phase on the Site Plan then in effect and approved by Seller. Any changes to such configuration will be similarly furnished. Seller shall have five (5) days from the date of receipt of such information to advise Purchaser whether the configuration or reconfiguration, as the case may be, of such Phase is approved, and, if not, the reason therefore. Failure of Seller to respond within such five (5) day period shall be deemed an approval. At least fifteen (15) days prior to closing on such Parcel, Purchaser shall furnish at its expense to Seller a survey of the Phase to be purchased in accordance with the standards set forth below for such survey and depicting thereon the Site Plan then in effect and approved by Seller, as well as the exact acreage of such Phase.

(k) The phrase "Purchaser's Counsel" shall mean the law firm of Trenam, Simmons, Kemker, Scharf, Barkin, Frye & O'Neill, P.A. with the responsible attorney from such law firm in this transaction being Leslie D. Scharf.

(l) The phrase "Second Deposit" shall mean the amount of NINETY THOUSAND AND NO/100 DOLLARS ($90,000.00).

(m) The phrase "Seller's Counsel" shall mean the law firm of Greene, Mann, Rowe, Stanton, Mastry & Burton with the responsible attorney from such law firm in this transaction being Roy G. Harrell, Jr. and/or S. Helen Moore.

(n) The phrase "Site Plan" shall mean the General Site Development Plan for the Property prepared by Heidt & Associates, Inc. set forth in Exhibit "C" as may be changed from time to time as set forth below. The parties understand and agree that the Site Plan may have to be amended from time to time by reason of engineering requirements or the requirements of the applicable governmental authority as a condition to rezoning or Construction Approval set forth below. In the event that the Site Plan has to be amended, as set forth above,

the Purchaser shall submit the revised Site Plan to Seller for Seller's written approval, which approval shall not be unreasonably withheld. The limitation for configuration of each Phase set forth in subparagraph (j)(iv), (v), (vi), (vii) and (viii) next above shall likewise be applicable to a change in the Site Plan.

(o) The phrase "Survey" shall mean the survey of each Phase to be prepared by the Surveyor at the sole cost of the Purchaser, and which Survey shall meet the minimum requirements of applicable law and regulations, be certified in favor of the Title Company (as defined below), and be sufficient to cause the deletion of the survey and unrecorded easement exceptions in the Title Commitment (as defined below) and Title Policy (as defined below). The Survey shall set forth the acreage of the applicable Phase calculated to the nearest one-one hundreth of an acre. The parties understand and agree that a survey was previously made of the overall Property by the Surveyor, dated January 19, 1983, Order No. TNC-LGV-83-100, and that the matters reflected on that survey are acceptable and shall not constitute a survey defect if reflected on a survey of any Phase, including without limitation the location of the fences depicted thereon.

(p) The phrase "Surveyor" shall mean Heidt & Associates, Inc.

(q) The phrase "Title Agent" shall mean the Seller's Counsel, which is a duly authorized agent for the Title Company (as defined below).

(r) The phrase "Title Commitment" shall mean the commitment issued by the Title Company (through the Title Agent) as to the Property or any Phase. The form of owners insurance shall be marketable (ALTA Form B).

(s) The phrase "Title Company" shall mean Lawyers' Title Insurance Corporation of Richmond.

(t) The phrase "Title Policy" shall mean the policy issued by the Title Company through its Title Agent pursuant to the Title Commitment as to the Property or any Phase. The form of owners insurance shall be marketable (ALTA Form B).

3. Title Insurance - Property. Within thirty (30) days of the date of this Agreement, Seller shall furnish at its sole expense a Title Commitment for the Property in the amount of ONE MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,275,000.00) and which shall insure the Purchaser as to the conveyance described below. The insurance amount was arrived at by the assumption that the Property constitutes seventy-five acres, although the actual acreage might be established to be slightly less or more. The Title Commitment shall be issued by the Title Company through its duly authorized agent, the Title Agent. The Title Commitment shall agree to issue to the Purchaser, upon recording the deed described below, a Title Policy in the insurance amount of the purchase price insuring the Purchaser's title to the Property, subject only to the following:

(a) The Permitted Title Exceptions; and

(b) The standard printed title exceptions usually contained in title commitments and policies such as (i) current taxes (and for all subsequent years), (ii) zoning regulations, (iii) survey, (iv) unrecorded easements, (v) rights

of parties other than the owner in possession, and (vi) unfiled mechanic's, materialmen's and laborers' liens.

The parties agree that the Title Commitment as to the overall Property will not be converted into a Title Policy unless the Purchaser elects to purchase the overall Property at one time as set forth below rather than by phases. If Purchaser elects to purchase the Property in phases, then the Title Commitment will be cancelled at time of closing on Phase III. The effective date of the Title Commitment shall be for two and one-half (2-1/2) years rather than for the standard six (6) months as are normally contained in ALTA forms of commitments so as to allow sufficient time hereunder for all three Phases to close. If Purchaser elects to purchase all of the Property at one time pursuant to this commitment, then at the closing the exceptions set forth in subparagraphs (b)(v) and (b)(vi) above, as well as the mortgages that are part of the Permitted Title Exceptions set forth in Exhibit "B", shall be deleted by the Title Company or the Title Agent, and if the Purchaser obtains an update to the existing survey set forth in paragraph 2(o) above to within six (6) weeks of closing without additional disclosures the exceptions set forth in subparagraphs (b)(iii) and (b)(iv) shall likewise be deleted.

4. Title Insurance - Phases. If Purchaser elects to purchase the Property in Phases, then Seller shall furnish to Purchaser on or before the closing of any Phase to be purchased a Title Commitment for such Phase in the amount of the purchase price for such Phase set forth below and which shall insure the Purchaser as to the conveyance described below. The Title Commitment shall be issued by the Title Company through its duly authorized agent, the Title Agent. The Title Commitment shall agree to issue to the Purchaser, upon recording the deed as to such Phase described below, a Title Policy in the amount of the purchase price for such Phase insuring the Purchaser's title to the Phase, subject only to the following:

(a) The Permitted Title Exceptions;

(b) The standard printed title exceptions usually contained in title commitments and policies such as (i) current taxes (and for all subsequent years), (ii) zoning regulations, (iii) survey, (iv) unrecorded easements, (v) rights of parties other than the owner in possession, and (vi) unfiled mechanic's, materialmen's and laborers' liens; and

(c) Any title defect disclosed in the paragraph 3 Title Commitment which was waived by Purchaser pursuant to paragraph 5(a) below.

At the closing on each Phase, the exceptions set forth in subparagraphs (b)(v) and (b)(vi) above shall be deleted by the Title Company or the Title Agent, and if the Purchaser obtains the Survey described below, the exceptions set forth in subparagraphs (b)(iii) and (b)(iv) shall likewise be deleted. Furthermore, at closing the Title Agent or the Title Company shall either delete the exception for the period between the effective date of the Title Commitment and the recording of the warranty deed, or issue the title insurance policy at closing.

5. Title Defects. If the Title Commitments as to the Property set forth in paragraph 3 above or as to any Phase of the Property set forth in paragraph 4 above shall not meet the requirements of such paragraphs, then the following shall occur:

(a) Paragraph 3 Defects. The Purchaser shall notify the Seller in writing of the title defects within five (5) business days following receipt of the Title Commitment in paragraph 3 above. The Seller shall have sixty (60) days after receipt of such notice in which to cure such defects and furnish to the Purchaser evidence that same have been cured. If such defects are cured within that time, then the sale and purchase of the Property or any applicable Phase of the Property shall be closed at the applicable dates set forth below. If the Seller fails or is unable to cure defects within the sixty (60) day period provided above, the Purchaser shall notify the Seller in writing within ten (10) days following the expiration of such sixty (60) day period whether Purchaser elects to purchase the Property or Phases of the Property on the applicable closing dates subject to such title defects and without any abatement or decrease of the purchase price or whether Purchaser elects to terminate this Agreement. If Purchaser fails to notify the Seller within the ten (10) day period that it elects not to complete the purchase, then it shall be conclusively and irrebutably presumed that Purchaser has agreed to purchase the Property or the Phases of the Property subject to such defects and without an adjustment or abatement of the purchase price. In no event shall the Purchaser have the right to purchase less than all three Phases by reason of a title defect covered by this subparagraph 5(a). Purchaser's sole option shall be to purchase all three Phases or to terminate this Agreement. In no event shall a title defect constitute a default by Seller under this subparagraph (a) nor shall Purchaser have any right of action against Seller for damages or for specific performance in the event of a title defect or the failure of Seller to cure same within such sixty (60) day period, the rights of Purchaser under this subparagraph (a) being limited to the return of the earnest money deposit paid hereunder, or purchasing the Property or each Phase of the Property as set forth below without abatement or adjustment of the purchase price.

(b) Paragraph 4 Defects. The Purchaser shall notify the Seller in writing of any title exceptions not permitted under paragraph 4 above within five (5) business days following receipt by Purchaser of the Title Commitment as to the applicable Phase in paragraph 4 above or the date of closing on such Phase, whichever shall sooner occur. A title defect disclosed in the paragraph 4 Title Commitment as to any Phase that was previously disclosed in the paragraph 3 Title Commitment and which was waived by the Purchaser pursuant to paragraph 5(a) above shall not be deemed to be a title defect under paragraph 4 above or under this paragraph 5(b). Following receipt by Seller of such written notice, the following alternative actions shall occur:

(i) Title Defect Caused By Seller. If the title defect in the paragraph 4 Title Commitment was caused by Seller (i.e. Seller executes easements or restrictions or a mortgage affecting the Property or a judgment is entered against Seller affecting the Property), then the Seller shall have sixty (60) days after receipt of such notice in which to cure such defects and furnish to the Purchaser evidence that same have been cured. If such defects are cured within that time, then the sale and purchase of such Phase shall be closed at the applicable date for closing set forth below as to such Phase or within ten (10) days following the expiration of such sixty (60) day period, whichever shall later occur. If the Seller fails or is unable to cure such defects within the sixty (60) day period provided above, then the Purchaser shall have the option, to be exercised in its sole discretion, to either (1) purchase the Phase without any

abatement or adjustment of the purchase price within such ten (10) day period, or (2) to terminate this Agreement by written notice to Seller within such ten (10) day period.

(ii) Title Defect Not Caused By Seller. If the title defect in the paragraph 4 Title Commitment was not caused by Seller (i.e. title defect created prior to Seller purchasing the Property or a "wild deed"), then the Seller shall have sixty (60) days after receipt of such notice in which to cure such defects and furnish to Purchaser evidence that same have been cured. If such defects are cured within that period, then the sale and purchase of such Phase shall be closed at the applicable date for closing set forth below or within ten (10) days following the expiration of such sixty (60) day period, whichever shall later occur. If the Seller fails or is unable to cure such defects within the sixty (60) day period provided above, then the Seller shall have the option, to be exercised in its sole discretion, to either notify the Purchaser in writing within such ten (10) day period that the Agreement is terminated, or to notify the Purchaser in writing within such ten (10) day period that Seller will attempt to eliminate the title defect through litigation. In the latter event, the Seller shall use its diligent and continuous efforts at its sole cost to eliminate the title defect through litigation by obtaining a favorable judicial determination that the title defect does not affect the applicable Phase, and which determination has become final through the appellate process. In the event of a judicial or appellate determination (whichever is final) adverse to the Seller that the title defect is valid and not eliminated from the Property or in the event that a final judicial or appellate determination is not reached within two (2) years following Purchaser's receipt of written notice from Seller that Seller will attempt to eliminate the title defect through litigation, then the Seller shall promptly notify the Purchaser of such in writing. The Purchaser shall have the option within ten (10) days following receipt of such notice to notify the Seller in writing that Purchaser elects to terminate this Agreement or to purchase the Phase subject to such title defect without any adjustment or abatement of the purchase price. In the event the title defect is eliminated from the Property by such proceedings (which are final) within such two (2) year period, then the closing shall occur within ten (10) days following receipt by Purchaser from Seller of written notice of such favorable determination.

(c) Termination. In the event that either Seller or Purchaser elects to terminate this Agreement under subparagraphs (a) or (b) above, as applicable, then the Purchaser shall be entitled to the immediate refund of the earnest monies previously paid hereunder, and Purchaser shall promptly return to the Seller the Title Commitment(s), all title papers and Purchaser's copy of this Agreement. In the event of termination by Purchaser under subparagraph (b)(i) next above, then the Purchaser shall have a right of action for damages against Seller by reason of Seller's failure to cure such title defects, but Purchaser shall not have the right of specific performance against Seller. In the event of termination by either Seller or Purchaser under subparagraph (b)(ii) next above, then the Purchaser shall furnish to Seller within thirty (30) days following such termination with a list with supporting evidence (i.e. invoices, contracts, etc.) of all payments made to third parties (not including the staff, officers, employees or overhead of Purchaser) paid by Purchaser incident to the Property (including contractors, zoning application fees, attorneys, etc.) and Seller shall pay the Purchaser such amount within thirty (30) days following receipt

of such list conditional upon all contracts, applications, approvals, surveys, etc. for which payment was made by Purchaser being simultaneously assigned by Purchaser to Seller.

(d) Default. In no event shall a title defect constitute a default by Seller hereunder nor shall Purchaser have any right of action against Seller for damages or for specific performance in the event of a title defect or the failure of Seller to cure same within the applicable periods provided above, except as specifically set forth above in this paragraph 5 and with the remedies of Purchaser being limited as set forth above in this paragraph 5. Provided however, in the event Seller elects under subparagraph (b) above to eliminate the title defect through litigation and thereafter Seller fails to diligently and continuously proceed to cure such title defect in such manner, such shall be deemed a default by Seller under this Agreement subjecting Seller to remedies of Purchaser set forth below in paragraph 21.

6. Survey. Purchaser, at its sole expense, shall obtain a Survey of each Phase comprising the Property from the Surveyor and furnish the applicable Surveys as to a Phase to Seller at least fifteen (15) days prior to closing on such Phase. The Survey shall reflect the correct legal description of the Phase as well as its acreage and furthermore reflect the location of lots pursuant to the Site Plan then in effect and approved by Seller setting forth the outside perimeter does not encroach into any lot. The Survey shall be certified in favor of Seller, Purchaser and the Title Company and shall show all improvements on the Property and the location of all recorded easements affecting the Property. The Survey shall meet the minimum requirements of Florida law regarding surveys and shall be sufficient so as to delete the survey and unrecorded easement exceptions in the Title Commitments. If the Survey shows any violations of restrictions or governmental zoning regulations, or if there are encroachments or other valid objections, then the rights of the parties to notice, cure and terminate shall be the same as for a title defect set forth in paragraph 5 above. If the Survey shows an enroachment of the Phase line into any lot reflected on the then current Site Plan approved by Seller and/or that the Phase does not meet the criteria of paragraph 2(j) above, then, as applicable, the Site Plan shall be adjusted so that encroachment of the Phase line into any lot does not occur and/or, as applicable, the Site Plan shall be adjusted so that the Phase meets the criteria of paragraph 2(j) above.

7. Zoning. The Seller warrants and represents to Purchaser that the Property is presently zoned "AA" under the applicable regulations or ordinances of the County of Hillsborough. The parties agree that a condition precedent to Seller or Purchaser having any obligation hereunder to close on any Phase is the change of such zoning for all the Property to a "CU" classification in accordance with the Site Plan under the applicable regulations or ordinances of the County of Hillsborough within six (6) months of the date of this Agreement. Immediately following the curative period in which there is no right to terminate this Agreement by reason of a title defect under paragraph 5 above, Purchaser will commence and thereafter diligently pursue and use its best efforts at its sole cost and expense incident to the application, hearing or other procedures necessary to cause such rezoning. The change of such zoning on a portion but not all of the Property to a "CU" classification will not satisfy such condition precedent unless the parties hereto otherwise agree in writing. Seller agrees to cooperate with Purchaser in such rezoning

efforts as Purchaser shall reasonably request, including execution of the application and other documents as may be reasonably required by the County of Hillsborough in connection therewith. This Agreement shall automatically terminate on the eleventh (11th) day following such six (6) month period if the Property is not completely rezoned to such "CU" classification, unless the Purchaser purchases all of the Property without adjustment or abatement of the purchase price within the ten (10) day period immediately following such six (6) month period. Provided however, if Purchaser obtains an initial favorable written decision as to the requested rezoning from the Board of County Commissioners of Hillsborough County and furnishes same to Seller, all within such six (6) month period, the six (6) month deadline will be automatically extended by one (1) month. If such rezoning is not so obtained within the applicable periods set forth above, and the Agreement is terminated by reason of such condition precedent not being met, then Purchaser shall be entitled to the immediate refund of all earnest money deposits previously paid hereunder, and Purchaser shall return to the Seller the Title Commitments, all title papers and Purchaser's copy of this Agreement, and thereupon all rights and liabilities of the parties each to the other hereunder shall end. The "CU" classification obtained must be sufficient to allow Purchaser to develop each Phase in accordance with the Site Plan. Approval of such rezoning shall mean approval which is final and not subject to appeal or judicial review.

8. Construction Approvals. Purchaser shall be solely responsible at its sole expense to make all applications and to take whatever other actions as are required by the applicable governmental authorities or agencies to obtain Construction Approval for each Phase. Seller agrees to reasonably cooperate, at no expense to Seller, in Purchaser's attempts to obtain Construction Approval for each Phase, including Seller executing any applications or certifications reasonably required to apply for Construction Approval for each Phase. The Construction Approval for each Phase and the application process for such Construction Approval shall be as to that portion of the Site Plan covered by such Phase. Such process shall be pursuant to the Site Plan unless the parties otherwise agree in writing. In the event that the applicable governmental authorities require a change in the Site Plan or the Easement Area, such change must be first approved by Seller, which approval will not be unreasonably withheld.

9. Construction Approval - Phase I. Purchaser shall promptly initiate the Construction Approval process on Phase I following the obtaining of the rezoning set forth in paragraph 7 above, and thereafter diligently and continuously use its best efforts to obtain such Construction Approval on Phase I. If Purchaser does not obtain Construction Approval for Phase I within one hundred eighty (180) days after the date the rezoning is obtained under paragraph 7, then this Agreement shall automatically terminate five (5) days following such one hundred eighty (180) day period unless Seller shall receive written notice from Purchaser within such five (5) day period waiving the obtaining of the Construction Approval for Phase I. Closing on Phase I shall occur within ten (10) days following obtaining such Construction Approval or if not obtained and Purchaser waives same within such five (5) day period, then closing shall occur within five (5) days following such five (5) day period. To the extent required by the applicable governmental authorities and which are reasonably acceptable to Seller, the Seller shall grant a nonexclusive easement for ingress, egress, utility and drainage from Phase I across the remaining Property to Normandy Road over the area of the entrance road from Normandy Road into the

Property that runs to Phase I as set forth on the Site Plan, or the Seller shall sell to Purchaser the area of the entrance road from Normandy Road into the Property that runs to Phase I as set forth on the Site Plan. In the event that Seller sells said area to Purchaser, then (a) the acreage of said area shall be added to the total acreage of Phase I for purposes of determination of the purchase price of Phase I; (b) Purchaser shall execute a nonexclusive easement for ingress and egress in favor of Seller over the area of the entrance road, which easement shall terminate upon the improvement, dedication, and acceptance of the entrance road by the appropriate governmental authority; and (c) after improvement of the entrance road, Seller shall join in the dedication of the road for public purposes.

10. Construction Approval - Phase II. Purchaser shall promptly initiate the Construction Approval process on Phase II following the closing on Phase I set forth in paragraph 9 above, and thereafter diligently and continuously use its best efforts to obtain such Construction Approval on Phase II. If Purchaser does not obtain Construction Approval for Phase II within one hundred eighty (180) days after the date of closing on Phase I set forth in paragraph 9 above, then this Agreement as to the unexecuted portions thereof (Phase II and Phase III) shall automatically terminate five (5) days following such one hundred eighty (180) day period unless Seller shall receive written notice from Purchaser within such five (5) day period waiving the obtaining of the Construction Approval for Phase II. Closing on Phase II shall occur within ten (10) days following obtaining such Construction Approval or if not obtained and Purchaser waives same within such five (5) day period, then closing shall occur within five (5) days following such five (5) day period. To the extent required by the applicable governmental authorities and which are reasonably acceptable to Seller, the Seller shall grant a nonexclusive easement for ingress, egress, utilities and drainage from Phase II across the remaining Property to Normandy Road over the area of the entrance road from Normandy Road into the property that runs to Phase II as set forth on the Site Plan, or the Seller shall sell to Purchaser the area of the entrance road from Normandy Road into the Property that runs to Phase II as set forth on the Site Plan. In the event that Seller sells said area to Purchaser, then (a) the acreage of said area shall be added to the total acreage of Phase II for purposes of determination of the purchase price of Phase II; (b) Purchaser shall execute a nonexclusive easement for ingress and egress in favor of Seller over the area of the entrance road, which easement shall terminate upon the improvement, dedication, and acceptance of the entrance road by the appropriate governmental authority; and (c) after improvement of the entrance road, Seller shall join in the dedication of the road for public purposes.

11. Construction Approval - Phase III. Purchaser shall promptly initiate the Construction Approval process on Phase III following closing on Phase II set forth in paragraph 10 above, and thereafter diligently and continuously use its best efforts to obtain such Construction Approval on Phase III. If Purchaser does not obtain Construction Approval for Phase III within one hundred eighty (180) days after the date of closing on Phase II set forth in paragraph 10 above, then this Agreement as to the unexecuted portions thereof (Phase III) shall automatically terminate five (5) days following such one hundred eighty (180) day period unless Seller shall receive written notice from Purchaser within such five (5) day period, waiving the obtaining of the Construction Approval for Phase III. Closing on Phase III shall occur within ten (10) days following obtaining such Construction Approval, or if not ob-

tained and Purchaser waives same within such five (5) day period, then closing shall occur within five (5) days following such five (5) day period.

12. Accelerated Construction Approval. In the event Purchaser obtains Construction Approval for more than one Phase at the same time, then the Purchaser, at its option, may close on the same date on all of such Phases for which Construction Approval was obtained simultaneously, or the Purchaser may close the lowest sequential Phase so approved within ten (10) days following the obtaining of such Construction Approval, and thereafter each other Phase so simultaneously approved shall be closed within one hundred eighty (180) days following the closing on the preceding Phase. In hypothetical example, if the Construction Approval for Phase I, Phase II and Phase III was obtained at the same time and it took ninety (90) days from the date rezoning was obtained under paragraph 7 above, then Purchaser could close on all Phases within ten (10) days following such ninety (90) day period, or it could close on Phase I within such ten (10) day period and thereafter close on Phase II within one hundred eighty (180) days following the date of closing on Phase I and thereafter close on Phase III within one hundred eighty (180) days following the date of closing on Phase II. The date to close within each one hundred eighty (180) day period shall be selected by Purchaser, provided that Purchaser shall give Seller thirty (30) days prior written notice of such closing date.

13. Offsite Improvements. In the event that the applicable governmental authority or agency shall require the Offsite Improvements as a condition to either the rezoning under paragraph 7 above or the Construction Approvals under paragraphs 8, 9, 10, 11 and 12 above, then the Purchaser shall immediately notify the Seller of such requirements, and furnish Seller at Purchaser's expense with such surveys of the widened area as Seller may reasonably request. In the event the widening and paving of Normandy Road is required to a width greater than sixty (60) feet or for a length longer than the distance from Gunn Highway to the entrance road from Normandy Road to the Property set forth on the Site Plan, then either party shall have the right to terminate this Agreement by written notice to the other. In the event such widening and paving does not exceed such limitations, then Seller shall make inquiry with owners of fee or leasehold interest or any lienholders or otherwise along Normandy Road and, as applicable, Gunn Highway whether they would be agreeable to taking appropriate action necessary without cost to Seller or Purchaser to cause the widened area of Normandy Road and, as applicable, Gunn Highway to be conveyed to the County of Hillsborough free and clear of all encumbrances. In the event that such conveyance as to all of such lands cannot be accomplished within ninety (90) days following the receipt of the above-described notice by Seller, then either party shall have the right to terminate this Agreement by written notice to the other. If termination does occur, then all earnest money deposits previously paid hereunder shall be returned to Purchaser, the Title Commitments, all title papers and Purchaser's copy of this Agreement shall be returned to Seller, and thereupon all rights and obligations of the parties hereunder shall end. If all such entities above-described except Seller shall agree to and do convey or release their interest or liens in such widened areas of Normandy Road and/or Gunn Highway within such ninety (90) day period, then Seller shall convey any of its interest in such widened area to the County of Hillsborough without charge to Purchaser hereunder. In no event shall Seller's failure to obtain such conveyances, releases or otherwise as to the widened area within such ninety (90) day period constitute a default by Seller hereunder nor

shall Purchaser have any right of specific performance or action for damages thereunder against Seller by reason thereof, Purchaser's remedy being limited solely to its right to terminate this Agreement. If Offsite Improvements are required, and this Agreement is not terminated, then Purchaser shall promptly cause such improvements to be made as required by the applicable governmental authorities or agencies. If Offsite Improvements are so required by the applicable governmental authorities, then the time periods otherwise then applicable to Purchaser (whether as to rezoning under paragraph 7 above or as to Construction Approvals under paragraphs 8, 9, 10, 11 and 12 above) will be tolled and not count against Purchaser from the date that Seller receives written notice from Purchaser as to the governmental requirements as to the Offsite Improvements through and including the date that Seller notifies Purchaser that the owners, lessees, lienholders, etc. along the area of the Offsite Improvements to the extent necessary have executed the applicable and required deeds, releases, agreements, etc.

14. Offsite Costs of Seller. Purchaser shall use its best efforts to minimize the Offsite Costs for such Offsite Improvements as much as is reasonably possible. The contractor as selected by Purchaser and the construction contract for such improvements shall be subject to the approval of the Seller, which shall not be unreasonably withheld. Seller shall not be obligated for the Offsite Costs of Seller until it shall have received satisfactory evidence that the Offsite Improvements are completed and have been accepted by the applicable governmental authorities or agencies and that all costs for such Offsite Improvements have been paid. In such event, the Offsite Costs of Seller shall be deducted from the purchase price payable to Seller by Purchaser at the closing of the next Phase.

15. Purchase Price. The purchase price for each acre of the first one-half of all acreage of the Property shall be an SIXTEEN THOUSAND AND NO/100 DOLLARS ($16,000.00) for each acre. The purchase price for each acre of the remaining one-half of all acreage of the Property shall be EIGHTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00) for each acre. The purchase price for each Phase shall be due and payable and shall be paid by the Purchaser to the Seller as follows:

(a) The First Deposit, in cash, shall be paid by Purchaser to Seller upon the execution of this Agreement by Purchaser as an earnest money deposit, which deposit shall be held in escrow by Seller and one-half applied to the purchase price of Phase I at the closing and one-fourth each applied to the purchase price of Phase II and Phase III at the respective closings for such Phases.

(b) The Second Deposit, in cash, shall be paid by Purchaser to Seller within five (5) days following the change in zoning set forth in paragraph 7 above as an additional earnest money deposit, which deposit shall be held in escrow by Seller and one-half applied to the purchase price of Phase I at the closing and one-fourth each applied to the purchase price of Phase II and Phase III at the respective closings for such Phases.

(c) The remainder of the purchase price for each Phase shall be paid by the Purchaser to the Seller in cash at the closing.

The monies referred to above or otherwise in this Agreement are in United States currency, and all payments to be made

hereunder shall be in such lawful form in the form of cash or by cashier's check or certified funds from either a bank or savings and loan association located in either Pinellas County or Hillsborough County, Florida.

16. Closing. The closings on Phases I, II and III shall occur on the dates set forth in paragraphs 9, 10 and 11 above. In the alternative, Purchaser shall have the option to accelerate the closing dates on such Phases or any of them upon thirty (30) days prior written notice to Seller. At the closing on each Phase, the transaction shall be closed and the Seller and Purchaser shall perform their respective agreements hereunder. The closing on each Phase shall take place at the Closing Place, and shall commence at 10:00 A.M. and continue thereafter until completed. At closing on each Phase, the Purchaser shall pay to the Seller all sums due by the Purchaser to the Seller as to such Phase and shall execute and deliver all instruments required to be executed by Purchaser hereunder. Thereupon, at such closing, the Seller shall execute and deliver all instruments required to be executed by the Seller hereunder.

17. Sale Documents. At the closing on each Phase, the Seller and as applicable the Purchaser, shall execute the following documents:

(a) Warranty Deed from Seller to Purchaser conveying the Phase free and clear of all encumbrances except for the permitted matters described in paragraphs 3, 4, 5 and 6 of this Agreement.

(b) A perpetual and nonexclusive easement for ingress, egress and underground utilities by Seller in favor of Purchaser at time of closing on Phase I or Phase II, if so required by the governmental authorities;

(c) A nonexclusive easement for ingress and egress by Purchaser in favor of Seller at the time of closing on Phase I or Phase II, if sale of the roadway area is required by governmental authorities;

(d) Mechanic's Lien Affidavit by Seller; and

(e) Sale Settlement Statement by Seller and Purchaser.

Seller or its counsel shall be responsible for the preparation of such documents for closing.

18. Sale Closing Costs and Prorations. Except as otherwise set forth in this Agreement, all taxes, insurance, assessments, rents and other expenses or revenues for the Property for the current year shall be prorated as of the date of closing. Taxes shall be prorated based upon the current year's tax without regard to discount. If the closing takes place and the current year's taxes are not fixed, and the current year's assessment is available, then taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's tax. There shall be no reproration of taxes subsequent to closing. The Seller shall pay for the documentary stamps to be affixed to the deed, and the owner's title insurance. Purchaser shall pay the recording fee for the deed and, if applicable, the easement referred to in subparagraph 17(b) or (c) hereinabove. Each party shall bear the cost of its own attorneys.

19. Condition of Premises. Except as specifically set forth in this Agreement, the Seller and the Purchaser

agree that no warranties, whether express or implied, are made or will be made as to the merchantability, fitness, condition or use of the Property, but rather Purchaser is purchasing such "as is" following the full opportunity to inspect the Property, and the only warranties to be made as to such are that Seller has title thereto and the right to convey same to Purchaser.

20. Default by Purchaser. If, under the provisions hereunder, the Purchaser shall be obligated to complete the purchase on any Phase, but fails to do so within the applicable period provided for closing, then, upon the expiration of such period, the Seller shall have the right to retain as liquidated damages all sums which have theretofore been paid to Seller by Purchaser. Retention of such funds shall not be deemed a penalty, but rather a liquidation of the damages sustained by the Seller because of such default by Purchaser, (the parties hereto recognizing the impossibility of precisely ascertaining the amount of damages to the Seller because of such default and hereby declaring and agreeing that the sum so retained is and represents the reasonable damages of Seller). Retention of such sums by Seller shall be in consideration for the release of Purchaser by Seller of any and all further obligations under this Agreement, all rights of the Purchaser hereunder shall end, and the Purchaser shall forthwith return to Seller all title papers and any other documents relating to the Property including Purchaser's copy of this Agreement. Seller shall not have a right of action for damages or for specific performance against Purchaser by reason of a default by Purchaser hereunder.

21. Default by Seller. If, under the provisions hereunder, Seller shall be obligated to complete the sale on any Phase, but fails to do so within the applicable period provided for closing, then upon the expiration of such period, the Purchaser shall have the right to terminate this Agreement and to demand that Seller return all monies paid by Purchaser to Seller hereunder, or to sue the Seller for specific performance. In the event Purchaser demands the return of the earnest monies, Seller shall pay such monies to Purchaser within ten (10) days following receipt of such demand, and upon payment of such monies, Purchaser shall return forthwith the title binder, all title documents and its copy of this Agreement to Seller, and thereupon all rights of the parties hereto hereunder shall end. Purchaser shall not have the right of action for damages against Purchaser by reason of a default by Seller hereunder, except as specifically provided for in paragraph 5 above.

22. Sales Commission. Each of the parties hereto warrant and represent to the other that they have no knowledge of any real estate broker or agent involved in this transaction nor of any commission due or to become due as a result thereof, except for a commission to be paid Great American Realty by Seller pursuant to a separate agreement. Each party hereby agrees to indemnify, defend and hold harmless the other party hereto from any and all loss, damage, cost or expense, including reasonable attorneys' fees, which the other party may sustain or incur by reason of a breach of the warranty or representation by the other under the preceding sentence of this paragraph 22.

23. Risk of Loss. Seller shall have the risk of loss until closing of each Phase.

24. Condemnation. In the event of the condemnation of all or a substantial part of the Property prior to the closing hereunder, this Agreement shall terminate, Seller

shall refund the earnest monies paid hereunder to Purchaser, and upon payment of the earnest monies, all rights of the parties hereto to the other shall end.

25. Indemnification. As to each and all indemnifications set forth in this Agreement, whether from Purchaser to Seller or from Seller to Purchaser, the parties agree that the party in whose favor indemnification is in shall notify the indemnifying party within ten (10) days following notice of the matter covered by the indemnification, which notice shall be given in writing. Thereafter, the indemnifying party shall have a reasonable time in which to cure and correct a matter covered by the indemnification, but which action must commence within five (5) days of receipt of such notice and the indemnifying party shall continuously proceed to cure or correct such in a diligent manner thereafter. Provided however, that the matter covered by the indemnification must be cured or corrected no later than thirty (30) days following receipt of such notice, or otherwise the party in whose favor the indemnification provision is in shall have full right and authority to cure or correct such matter and thereafter seek recourse against the indemnifying party under the applicable provision.

26. Notices. Any notice required under this Agreement shall be in writing and shall be either hand delivered or transmitted by certified or registered mail, postage prepaid with return receipt requested, and with such writing to be addressed to the parties as follows:

Seller: E.B. PORTER, as Trustee
501 Florida Federal Building
St. Petersburg, Florida 33701

Purchaser: TOWN 'N COUNTRY PARK, INC.
5414 Town 'N Country Boulevard
Tampa, Florida 33615

Notice to either party shall be with an open copy to such party's counsel, as applicable, set forth in paragraphs 2(k) and (m) above. The above addresses may be changed by the applicable party to this Agreement as to such party by providing the other party with notice of any such address change in the same manner provided above, and which change shall be effective fifteen (15) days following the receipt of such written notice by the other party. In the event that written notice, demand or request is made as provided in this paragraph 26, then in the event that such notice is returned to the sender by the U. S. Postal System because of insufficient address, or the party moved or otherwise, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

27. Assignment. This Agreement may not be assigned by either party hereto without the prior written consent of the other party hereto.

28. Possession and Disbursement. Following the compliance with the requirements set forth above as to each Phase, occupancy will be given and proceeds will be disbursed, unless prior to closing Seller and Purchaser agree on an alternate arrangement.

29. Recordation. This Agreement and any memorandum thereof shall not be filed or recorded in any public records without the prior written consent of the other party hereto.

30. Disclaimer. The parties hereto acknowledge and agree that the Seller has made no written or verbal representations, warranties, or promises as to the Property, including without limitation, the amount of acreage, soil drainage, grades, topography, other physical aspects of the property or otherwise, except as specifically set forth in this Agreement.

31. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement, except in writing and signed or initialed by the parties hereto.

32. Binding Effect. Except as limited by the paragraph dealing with assignment as set forth herein, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and as applicable, the heirs and legal representatives of the parties hereto.

33. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. This Agreement shall only be enforceable in a court of competent jursdiction in the State of Florida and not in any other state or otherwise.

34. Counterparts. This Agreement is being executed in several counterparts, each of which shall be deemed an original.

35. Effective Date. This Agreement shall have an effective date on the date this Agreement is executed by all parties hereto.

36. Execution. This Agreement shall have no force and effect whatsoever unless all of the parties execute this Agreement on or before April ___, 1983.

37. Survival. All warranties, representations and agreements contained herein shall survive the closing of each Phase of the transaction contemplated by this Agreement.

38. Attorneys' Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

39. Time. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and shall be deemed to have executed such, on the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

E.B. Porter, as Trustee (SEAL)
E.B. PORTER, AS TRUSTEE

As to ~~Purchaser~~
Seller

TOWN 'N COUNTRY PARK, INC.

By: _____
Its _____ President

Attest: _____
Its _____ Secretary

(CORPORATE SEAL)

_____
As to ~~seller~~ purchaser

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10th day of ~~April~~ May, 1983, by E.B. PORTER, AS TRUSTEE.

_____
Notary Public

(SEAL)

My Commission Expires: Notary Public, Florida, State at Large My Commission Expires June 3, 1983

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10th day of ~~May~~, 1983, by _____ and _____, the _____ President and the _____ Secretary, respectively, of TOWN 'N COUNTRY PARK, INC., a Florida corporation, on behalf of the corporation.

_____
Notary Public

(SEAL)

My Commission Expires: Notary Public, Florida, State at Large My Commission Expires June 3, 1983

000595

PERMITTED TITLE EXCEPTIONS

1. Any matters which an accurate survey of the Property might show, including, without limitation, the right-of-way or claim of right-of-way for Normandy Road along the East boundary of the Property.

2. Verbal month-to-month grazing lease between Seller, as lessor, and Charles J. Zolkas and Charles H. Zolkas, as lessees, which will be terminated prior to closing on any applicable Phase.

3. Easement to Tampa Electric Company executed by A. Shafer and Jeanne Shafer on August 3, 1937, and filed for record on August 31, 1937, in Deed Book 1064, on Page 582, of the Public Records of Hillsborough County, Florida. Affects: A strip of land 15 feet wide, the center line of which begins at a point 10 feet west of the NE corner of the NW¼ of the SE¼ of Section 12, Township 28 South, Range 17 East, and runs South approximately 255 feet, and then at an angle approximately South 76° 25' West for a distance of approximately 750 feet.

4. Mortgage from Patricia S. Marzolf to Federal Land Bank of Columbia, S.C., dated August 20, 1976, and recorded in Official Records Book 3151, beginning at Page 1627, of the Public Records of Hillsborough County, Florida, which will either be released or satisfied of public record as to the Property prior to closing on the applicable Phase affected by such mortgage.

5. Mortgage from Calvary Tabernacle United Pentecostal Church, Inc., to Patricia S. Marzolf, dated September 30, 1979, and recorded in Official Records Book 3573, beginning at Page 95, of the Public Records of Hillsborough County, Florida, which will either be released or satisfied of public record as to the Property prior to closing on the applicable Phase affected by such mortgage.

6. Ad valorem taxes for the year 1983, not yet due and payable, and for all subsequent years.

7. Mortgage from E. B. Porter, as Trustee, to the Estate of Roy P. Lane, Deceased, dated June 25, 1982, and recorded in Official Records Book 3966, page 111, of the Public Records of Hillsborough County, Florida, which will either be released or satisfied of public record as to the Property prior to closing on the applicable Phase affected by such mortgage.

EXHIBIT "B"

MODIFICATION OF PURCHASE AND SALE AGREEMENT

THIS MODIFICATION OF PURCHASE AND SALE AGREEMENT (the "Modification") is executed this 14th day of February, 1984, by and between E. B. Porter, AS TRUSTEE (the "Seller") and TOWN 'N COUNTRY PARK, INC., a Florida Corporation, (the "Purchaser") and is made in reference to the following facts:

(A) On or about May 10, 1983, the Seller and the Purchaser entered into a Purchase and Sale Agreement (the "Agreement") in which the Seller agreed to sell to the Purchaser certain real property located in Hillsborough County, Florida, which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

(B) E. B. Porter, Trustee and E. B. Porter, as Trustee, are the same party.

(C) The Seller and the Purchaser have agreed to modify certain provisions of the Agreement, and this Modification sets forth such modifications.

NOW THEREFORE, for and in consideration of the premises and for other valuable consideration to each of the parties hereto, the receipt and adequacy of which is hereby acknowledged by each of them, the parties hereby covenant and agree as follows:

1. Recitals. The parties agree that the statements of fact set forth above (the "Recitals") are true and correct, and the Recitals by this reference are made a part of this Modification.

2. Closing Date. The Agreement is hereby modified to reflect that the closing on all Phases of the Property shall occur on February 14, 1984.

3. Offsite Costs of Seller. Paragraph 14 of the Agreement, as well as all other applicable provisions of the Agreement, are hereby modified to reflect that the Offsite Costs of Seller, as defined in the Agreement, shall be credited against the purchase price payable to Seller at the closing on all Phases of the Property as described hereinabove. The above credit against the purchase price shall be in full and complete satisfaction of all obligations of Seller to pay Offsite Costs.

4. Purchase Price. Paragraph 15 of the Agreement, as well as all other applicable provisions of the Agreement, are hereby modified to reflect that the total purchase price of the Property shall be ONE MILLION TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS ($1,272,280.00), of which Six Hundred Forty-Seven Thousand One Hundred Forty and No/100 Dollars ($647,140.00) is to be paid at closing (with a credit being given to Purchaser against such amount in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00) for all earnest money deposits previously received by Seller as well as a credit in the amount of Seventy Five Thousand and No/100 Dollars ($75,000.00) for Offsite Costs of Seller). The balance of the purchase price shall be paid pursuant to the terms of a promissory note in the amount of Five Hundred Fifty Thousand One Hundred Forty and No/100 Dollars ($550,140.00), which promissory note shall be secured by a mortgage on a portion of the Property (the "Mortgaged Property"). The legal description to be attached to said mortgage is attached hereto as Exhibit "B" and by this reference is made a part hereof, which legal description is taken from the Description Sketch, dated February 10, 1984, prepared by Heidt & Associates, Inc.

5. Counterparts. This Modification may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Modification and shall be deemed to have executed such on the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

As to Seller

E. B. PORTER, AS TRUSTEE

As to Purchaser

TOWN 'N COUNTRY PARK, INC.

By: _____
Its President

Attest: _____
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of February, 1984, by E. B. PORTER, AS TRUSTEE.

(SEAL)

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My commission Expires NOV. 11, 1985

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of February, 1984, by _____ and _____, the _____ President and _____ Secretary, respectively, of TOWN 'N COUNTRY PARK, INC., a Florida corporation, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 11, 1985

000595

LEGAL DESCRIPTION

SURVEY OF that part of the Northeast 1/4 of the Southwest 1/4, and part of the Northwest 1/4 of the Southeast 1/4, and that part of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4; all being in Section 12, Township 28 South, Range 17 East, Hillsborough County, Florida, lying South of the approximate centerline of Rocky Creek; being more particularly described as follows: Beginning at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12, also being the Northeast corner of Logan Gate Village Phase II Unit-1, recorded in Plat Book 53, Page 36, Public Records of Hillsborough County, Florida; thence N.89°47'09"W., 515.24 feet along the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 12 and the North boundary of said Logan Gate Village Phase II Unit-1, to the Northeast corner of Logan Gate Village Phase II Unit-4, recorded in Plat Book 53, Page 63, Public Records of Hillsborough County, Florida; thence continue N.89°47'09"W., 800.87 feet along the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 12, and the North boundary of said Logan Gate Village Phase II Unit -4 to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 12; thence N.89°46'37"W., 269.04 feet along the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 12, and the North boundary of said Logan Gate Village Phase II Unit-4 to the Northwest corner of the aforementione Logan Gate Village Phase II Unit-4; thence continue N.89°46'37"W., 1047.69 feet along the South boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 12, to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 12; thence N.00°10'13"W., 866.80 feet along the West boundary thereof to the approximate centerline of Rocky Creek; thence along the approximate centerline of said Rocky Creek the following (9) courses; thence (1) S.87°27'34"E., 137.10 feet; thence (2) N.61°15'00"E., 360.00 feet; thence (3) N.52°17'00"E., 137.00 feet; thence (4) N.71°47'00"E., 235.00 feet; thence (5) N.81°47'00"E., 225.00 feet; thence (6) N.88°46'00"E., 130.00 feet; thence (7) N.74°53'00"E., 190.00 feet; thence (8) N.61°33'08"E., 338.39 feet; thence (9) N.41°00'00"E., 280.00 feet; to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 12; thence S.89°41'45"E., 177.65 feet along the North boundary thereof to the East boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 12; thence S.00°07'28"W., 330.29 feet along the East boundary thereof to the North boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence S.89°40'34"E., 658.07 feet along the North boundary thereof to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence S.00°02'51"W., 420.00 feet along the East boundary thereof; thence N.89°40'34"W., 210.00 feet; thence S.00°02'51"W., 210.00 feet; thence S.89°40'34"E., 210.00 feet to the East boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence S.00°02'51"W., 693.26 feet along the East boundary thereof to the Point of Beginning.

Containing 74.84 acres, more or less.

Exhibit "A"

000599

506

EXHIBIT "B"

LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of the Southeast 1/4 and in the Northeast 1/4 of the Southwest 1/4 of Section 12, Township 28 South, Range 17 East, Hillsborough County, Florida; said parcel being more particularly described as follows:

Beginning at the Southeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 12, also being the Northwest corner of LOGAN GATE VILLAGE, UNIT 1, as recorded in Plat Book 51, Page 42, Public Records of Hillsborough County, Florida; run thence N.89°47'09"W., 1316.11 feet along the South boundary of said Northwest 1/4 of the Southeast 1/4 of Section 12, also being the North boundary of LOGAN GATE VILLAGE, PHASE II, UNIT 4, as recorded in Plat Book 53, Page 63, Public Records of Hillsborough County, Florida; thence N.89°46'37"W., 201.83 feet along the South boundary of the aforesaid Northeast 1/4 of the Southwest 1/4 of Section 12, also being the North boundary of said LOGAN GATE VILLAGE, PHASE II, UNIT 4; thence N.00°13'23"E., 149.00 feet; thence N.89°46'37"W., 6.17 feet; thence N.00°13'23"E., 98.00 feet; thence N.89° 46'37"W., 34.14 feet; thence N.00°13'23"E., 211.26 feet; thence N.23°02'42"E., 57.52 feet; thence N.35°57'00"E., 70.00 feet; thence N.38°11'40"E., 66.99 feet; thence N.56°19'15"E., 63.41 feet; thence N.72°26'27"E., 73.14 feet; thence N.73°20'45"E., 235.04 feet; thence N.62°03'30"E., 210.82 feet; thence N.63° 21'50"E., 73.52 feet; thence N.72°36'15"E., 67.04 feet; thence N.82°50'08"E., 36.86 feet; thence S.00°12'51"W., 263.53 feet; thence S.89°47'09"E., 59.57 feet; thence S.00°12'51"W., 50.00 feet; thence Southwesterly, 39.27 feet along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00" and an initial tangent bearing of N.89°47'09"W. (chord bearing S.45° 12'51"W., 35.36 feet) to a point of tangency; thence S.00°12'51"W., 73.00 feet; thence S.89°47'09"E., 220.00 feet; thence S.00°12'51"W., 148.00 feet; thence S.89°47'09"E., 33.79 feet; thence S.00°12'51"W., 98.00 feet; thence S.89°47' 09"E., 250.00 feet; thence S.89°51'22"E., 65.23 feet; thence N.00°01'48"E., 12.11 feet, thence S.89°58'12"E., 150.32 feet to a point on the East boundary of aforesaid Northwest 1/4 of the Southeast 1/4 of Section 12; thence S.00° 02'51"W., 258.67 feet along said East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12 to the Point of Beginning.

Containing 19.33 acres, more or less.

Together With:

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 28 South, Range 17 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 12, also being the Northwest corner of LOGAN GATE VILLAGE, UNIT 1, as recorded in Plat Book 51, Page 42, Public Records of Hillsborough County, Florida; run thence N.00°02'51"E., 258.67 feet along the East boundary of said Northwest 1/4 of the Southeast 1/4 of Section 12 to the Point of Beginning; thence N.89°58'12"W., 150.32 feet; thence S.00°01'48"W., 12.11 feet; thence N.89°51'22"W., 65.23 feet; thence N.89°47'09"W., 250.00 feet; thence N.00° 12'51"E., 98.00 feet; thence N.89°47'09"W., 33.79 feet; thence N.00°12'51"E., 148.00 feet, thence N.89°47'09"W., 220.00 feet; thence N.00°12'51"E., 73.00 feet to a point of curvature; thence Northeasterly, 39.27 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.45°12'51"E., 35.36 feet); thence N.00°12'51"E., 50.00 feet; thence N.89°47'09"W., 59.57 feet; thence N.00°12'51"E., 263.53 feet; thence S.82°50'08"W., 36.86 feet; thence S.72°36'15"W., 67.04 feet; thence N.22°31'27"W., 100.00 feet to a point on a curve; thence Northeasterly, 34.96 feet along the arc of a curve to the right, having a radius of 475.00 feet and a central angle of 04°13'03" (chord bearing N.69°35'05"E., 34.96 feet); thence N.18°18'24"W., 159.96 feet; thence N.62°03'30"E., 16.76 feet; thence N.27°56'30"W., 101.00 feet; thence N.62°03'30"E., 57.72 feet; thence N.27°56'30"W., 233.72 feet to a point on the approximate centerline of Rocky Creek; thence along the approximate centerline of said Rocky Creek, N.41° 00'00"E., 251.07 feet; thence leaving said approximate centerline of Rocky Creek, S.89°41'45"E., 177.65 feet; thence S.00°07'28"W., 330.29 feet; thence S.89°40'34"E., 658.07 feet to a point on the aforesaid East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence S.00°02'51"W., 420.00 feet along said East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence N.89°40'34"W., 210.00 feet; thence S.00°02'51"W., 210.00 feet; thence S.89°40'34"E., 210.00 feet to a point on the aforesaid East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12, thence S.00°02'51"W., 434.59 feet along said East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12 to the Point of Beginning.

LESS AND EXCEPT

000600

PARCEL "A"

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 28 South, Range 17 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 12, also being the Northwest corner of LOGAN GATE VILLAGE, UNIT I, as recorded in Plat Book 51, Page 42, Public Records of Hillsborough County, Florida, run thence N.00°02'51"E., 693.26 feet along the East boundary of said Northwest 1/4 of the Southeast 1/4 of Section 12; thence N.89°40'34"W., 210.00 feet; thence N.00°02'51"E., 210.00 feet; thence S.89°40'34"E., 210.00 feet to a point on the aforesaid East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence along said East boundary, N.00°02'51"E., 104.40 feet to the Point of Beginning; thence N.89°47'09"W., 707.20 feet to a point of curvature; thence Southwesterly, 153.54 feet along the arc of a curve to the left, having a radius of 475.00 feet and a central angle of 18°31'15" (chord bearing S.80°57'14"W., 152.88 feet); thence N.18°18'24"W., 50.00 feet to a point on a curve; thence Northeasterly, 169.71 feet along the arc of a curve to the right, having a radius of 525.00 feet and a central angle of 18°31'15" (chord bearing N.80°57'14"E., 168.97 feet) to a point of tangency; thence S.89°47'09"E., 707.05 feet to a point on the aforesaid East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence along said East boundary, S.00°02'51"W., 50.00 feet to the Point of Beginning.

AND

PARCEL "B"

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of the Southeast 1/4 and in the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4, in Section 12, Township 28 South, Range 17 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Southeast corner of said Northwest 1/4 of the Southeast 1/4 of Section 12, also being the Northwest corner of LOGAN GATE VILLAGE, UNIT I, as recorded in Plat Book 51, Page 42, Public Records of Hillsborough County, Florida, run thence N.00°02'51"E., 693.26 feet along the East boundary of said Northwest 1/4 of the Southeast 1/4 of Section 12; thence N.89°40'34"W., 210.00 feet; thence N.00°02'51"E., 210.00 feet; thence S.89°40'34"E., 210.00 feet to a point on the aforesaid East boundary of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence along said East boundary, N.00°02'51"E., 154.40 feet; thence N.89°47'09"W., 707.05 feet to a point of curvature; thence Westerly, 12.86 feet along the arc of a curve to the left, having a radius of 525.00 feet and a central angle of 01°24"11" (chord bearing S.89°30'46"W., 12.86 feet) to the Point of Beginning; thence continuing Southwesterly, 156.85 feet along the arc of a curve to the left having a radius of 525.00 feet and a central angle of 17°07'04" (chord bearing S.80°15'08"W., 156.27 feet); thence N.18°18'24"W., 109.96 feet; thence N.62°03'30"E., 16.76 feet; thence N.27°56'30"W., 101.00 feet; thence N.62°03'30"E., 57.72 feet; thence N.27°56'30"W., 233.72 feet to a point on the approximate centerline of Rocky Creek; thence along the approximate centerline of said Rocky Creek N.41°00'00"E., 251.07 feet; thence leaving said approximate centerline of Rocky Creek, S89°41'45"E., 177.65 feet; thence S.00°07'28"W., 330.29 feet; thence N.89°52'32"W., 30.74 feet to a point on a curve; thence Westerly 89.72 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 102°48'40" (chord bearing S.79°15'16"W., 78.16 feet) to a point of reverse curvature; thence Northwesterly 30.77 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 70°31'44" (chord bearing N.84°36'16"W., 28.87 feet) to a point of tangency; thence S.60°07'52"W., 4.35 feet to a point of curvature; thence Southwesterly 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.15°07'52"W., 35.36 feet) to a point of tangency; thence S.29°52'08"E., 16.23 feet to a point of curvature; thence Southeasterly, 163.81 feet along the arc of a curve to the right, having a radius of 400.00 feet and a central angle of 23°27'51" (chord bearing S.18°08'12"E., 162.67 feet) to a point of tangency; thence S.06°24'17"E., 28.01 feet to a point of curvature; thence Southeasterly, 36.99 feet along the arc of a curve to the left, having a radius of 25.00 feet and a central angle of 84°47'03" (chord bearing S.48°47'48"E., 33.71 feet) to the Point of Beginning.

TRUST AGREEMENT

THIS LAND TRUST AGREEMENT made this day of , 198 , and known as Trust Number One, by and between J. ARDENE WIGGINS, as Trustee, hereinafter referred to as the "trustee", and WALLACE CAIN, RALEIGH W. GREENE,JR., JOSEPH T. LETTELLEIR, FERNAND J. ST. GERMAIN, J.ARDENE WIGGINS, hereinafter referred to as the "Beneficiaries".

A. Trust Property: The Beneficiaries shall convey or cause to be conveyed to the Trustee certain real property or properties, specifically described in Schedule A. which is attached hereto and incorporated herein by reference. All such real property and/or any other real property conveyed to and accepted by the Trustee shall hereinafter be referred to as the "Trust Property". The Trustee shall hold title to the Trust Property for the uses and purposes and upon the terms and conditions hereinafter set forth.

B. Trust Identification: The Trust created by this instrument shall be known for all purposes as the Alachua Hills Trust No. One.

C. Trust Purpose: The objects and purposes of this Trust are to hold title to the Trust Property, to protect, to conserve and develop the Trust Property until its sale, liquidation, or other disposition.

1. POWERS OF AND LIMITATIONS ON TRUSTEES:

(a) The Trustee, in his sole discreation, is empowered to execute and deliver every such deed, trust deed, mortgage or other instruments necessary to carry out the purposes of this trust.

(b) The Trustee shall not manage or operate the Trust Property nor undertake any other activity not strictly necessary to the attainment of the foregoing objects and purposes.

(c) The Trustees shall not transact business of any kind with respect to the Trust Porperty within the meaning of any law governing Common Law Declarations of Trust.

2. LIMITATIONS ON AGREEMENT:

(a) This Agreement shall not be deemed to be, create, or evidence the existance of a corporation, de facto or de jure, or a massachusetts trust, or any other type of business trust, or an association in the nature of a

corporation, or a general or limited partnership, or a joint venture, by or between the Trustees and the Beneficiaries.

(b) This Agreement shall not be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person derogatory to the title, rights, or powers of the Trustees.

D. DEFINITIONS:

1. Trustees: The terms "Trustee" and "Trustees" as used herein shall include all persons, natural and/or artificial, who serve as Trustee pursuant to the provisions of this Agreement at any time.

2. beneficiaries: The terms "Beneficiary" and "Beneficiaries" as used herein shall refer to the beneficial owner or owners of the Trust Property, and shall include all successors in interest to any Beneficiary or Beneficiaries, whether by assignment of beneficial interests or by operation of law.

3. Number and Gender: Whenever the context and facts permit, masculine, feminine and neuter pronouns, and the terms "Beneficiary", "Beneficiaries", "Trustee", "Trustees", "Personal Representative", and "Personal Representatives", shall include all genders, and the singular shall include the plural, and the plural shall include the singular.

4. Paragraph Captions: The captions of various paragraphs of this instrument are for convience of reference only and in no way define, limit, expand or describe the scope, intent, or provisions of this instrument.

5. Application of definitions: The application by the Trustees of the definitions set forth above shall be conclusive upon all persons if made in good faith.

E. ADDRESSES OF TRUSTEES:

The address of each Trustee hereunder follows:

J. ARDENE WIGGINS of Alachua, Florida.

F. INTERESTS OF BENEFICIARIES

The respective equitable interests of each of the beneficiaries is set forth in schedule "B" attached hereto and incorporated herein by reference.

G. BENEFICIAL INTERESTS ARE PERSONALTY:

The beneficial interest of each Beneficiary is personal property only, and no Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any of the Trust Property, or the right to require partition of any of the Trust Property. The Beneficiaries shall have only the rights, as personalty, herinafter set forth, and the death of a Beneficiary shall not terminate this Trust nor in any manner affect the rights or powers of the Trustees.

H. RIGHTS AND DUTIES OF BENEFICIARIES:

The Beneficiaries, or their agent or agents designated in a written instrument delivered to the Trustees and acknowledged by the Trustees, shall have the following rights and duties:

I. DUTIES OF TRUSTEES:

The Trustees assume and agree to perform the following active and affirmative duties:

(a) The Trustee shall, on or before November 15th of each year, determine the amount of all taxes and assessments for public improvements that may be levied upon or against the trust property and advise each of the beneficiaries of the amount and due date thereof and the available discount for prompt payment thereof.

(b) The Trustee shall keep and render full and correct amounts with respect to the administration of the trust.

(c) The Trustee shall prepare data for all fiduciary reports and submit annually to the settlers of this trust.

(d) The Trustee, in case of the death of any of the beneficiaries, is to order an inquiry as to the heirship of the decedent.

(e) The Trustee is to prepare and submit a final report to the beneficiaries on termination of said trust.

J. PROTECTION OF THIRD PARTIES DEALING WITH TRUSTEES:

1. No party dealing with the Trustees in relation to the Trust Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Trust Property or any part of it or any interest in it shall be conveyed, contracted or sold, leased or mortgaged by the Trustee, shall be obligated:

(a) To see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Trust Property.

(b) To see that the terms of this Trust Agreement have been complied with.

(c) To inquire into the authority, necessity or expediency of any act of the Trustee.

(d) Or be privileged to inquire into any of the terms of this Trust Agreement.

2. Every deed, mortgage, lease or other instrument executed by the Trustees in relation to the Trust Property shall be conclusive evidence in favor of every person claiming any right, title or interest under this Trust that:

(a) At the time of its delivery the Trust created under this Agreement was in full force and effect.

(b) Such instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon all Beneficiaries under it.

(c) The Trustees were duly authorized and empowered to execute and deliver each such instrument.

(d) If a conveyance has been made to a successor or successors in trust, the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in Trust.

K. REIMBURSEMENT AND INDEMIFICATION OF TRUSTEES:

If the Trustees shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the Trust Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise the Beneficiaries, jointly and severally, agree that on demand they will pay to the Trustees, with interest at the rate of eighteen percent (18%) per annum, all such payments made or liabilities incurred by the Trustees, together with their expenses, including reasonable attorneys' fees, and that they will indemify and hold the Trustees harmless of and from any and all payments made or liabilities incurred by them for any reason whatsoever as a result of this Agreement; and all amounts so paid by the Trustees, as well as their

compensation under this Agreement, shall constitute a lien on the Trust Property. the Trustees shall not be required to convey or otherwise deal with the Trust Property as long as any money is due to the Trustees under this Agreement; nor shall the Trustees be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust or any property or interest under this Agreement unless it shall be furnished with saufficient funds or be indemnified to its satisfaction.

L. TRUSTEES NOT INDIVIDUALLY LIABLE:

The Trustees shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement:

1. To enter into any individual contract or other individual obligation whatsoever.

2. To make themselves individually liable to pay od incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustees shall have no individual liability or obligation whatsoever arising from their ownership, as Trustees, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by them in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust Property and any trust funds in the actual possession of the Trustees shall be applicable to the payment and discharge of that liability or obligation.

M. RESIGNATION OF TRUSTEES:

Any Trustee may resign at any time by sending a notice of his intention to do so by Certified Mail, Return Receipt Requested, to each of the Beneficiaries under this Agreement at his or her address last known to the Trustee. The resignation shall become effective ten (10) days after the mailing of those notices. In the event of the death or resignation of a Trustee, a successor or successors may be appointed by the person or persons with the Power of Direction under this Agreement, and the Trustees shall convey the Trust Property to that successor or successors in trust. If no successor in trust is so named within ten (10) days after the mailing of the notices, the Trustees may convey the Trust Property to the Beneficiaries in accordance with their

respective interests, or the Trustees, at their option, may file an action for appropriate relief in any court of competent jurisdiction. The Trustees, notwithstanding the resignation, shall continue to have a lien on the Trust Property for their costs, expences and attorneys' fees and for their reasonable compensation.

N. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of Florida.

O. CERTIFIED COPIES SATISFACTORY EVIDENCE

Copies of this Agreement or any amendment to it, certified by the Trustees to be true and correct, shall be satisfactory evidence of such Agreement for all purposes.

P. BINDING EFFECT:

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Trustees and upon the Personal Representatives, heirs, assigns and all other successors in interest of the Beneficiaries.

Q. TERMINATION

Unless the Trust is terminated by operation of any other provision of this Agreement, or by the agreement of the Beneficiaries, or by operation of law, this Trust shall terminate on January 1, 2000 and at such time the Trustee shall transfer, convey and deliver to the then Beneficiaries their respective undivided interests in all of the property of the Trust, whether realty or personalty, and each such Beneficary shall also assume their respective undivided interests in the debts and obligations of the Trust.

IN WITNESS WHEREOF the Trustee and the Beneficiaries have executed this Agreement the day and year first above written.

Witnesses as to Trustee:

TRUSTEE:

_____

_____
J. ARDENE WIGGINS

Witness as to Beneficiary:

Julian W. Cain

Joe J. Lucé, II

W. J. Mills

Hattie Utley

BENEFICIARY:

Wallace R. Cain
WALLACE CAIN

R. Greene
RALEIGH W. GREENE, JR.

JOSEPH T. LETTELLEIR

FERNAND J. ST. GERMAIN

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this day of

, by J. ARDENE WIGGINS.

My commission expires _____ Notary Public State of Florida at Large

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of July, 1985, by WALLACE CAIN.

My commissionb expires: Eileen N. Arndt
Notary Public State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Aug. 14, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of August, 1985, by RALEIGH W. GREENE, JR.

My commossion expires _____ Notary Public State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 4,1988
BONDED THRU GENERAL INS. UND.

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of , by JOSEPH T. LETTELLEIR.

My commission expires: _____ Notary Public State of Florida at Large

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of , by FERNAND J. ST. GERMAIN.

My commission expires: _____ Notary Public State of Florida at Large

January 27, 1981

Mr. Frank Saier
Birr, Bryant & Saier
P. O. Drawer 1168
Gainesville, Florida
32602

Re: Phase II ALACHUA HILLS
Alachua Hills Trust-66 Lots

Dear Mr. Saier:

In accordance with instructions from Mr. J. Ardene Wiggins I am enclosing Mr. Greene's check in the amount of $27,000.00 payable to Birr, Bryant&Saier Escrow for the closing on the above captioned property which we understand will be held this Friday afternoon.

Cordially,

Anne Sprankle
Secretary to Raleigh W. Greene

S
Enc.

Joseph T. Lettelleir
P.O. Box 1509
St. Petersburg, Florida 33731

December 15, 1980

The Honorable Fernand J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island 02895

Dear Freddie:

The land development project we are going to be involved in in Alachua, Florida will require a total of $90,000. We have divided this into $34,000 each for you and Raleigh (38% each) and $22,000 for myself (24%.)

Raleigh has advanced $9,000 thus far. Please forward your 38% of this to him ($3,420) and I'll give him my check in the amount of $2,160.

We will keep you posted and will send you copies of the documents, etc. The balance of the cash call will come at closing sometime in January.

Cordially,

Joseph T. Lettelleir

JTL:sb
cc: Raleigh Greene

HON. FERNAND J. ST GERMAIN
2136 House Office Building
Washington, D. C. 20515

No 9944

15-121
540

Washington, D.C. December 23 19 80

Pay to the order of Raleigh Greene $ 3,420.00

Three Thousand Four Hundred Twenty and------no/100 Dollars

The Sergeant at Arms
House of Representatives, U.S.
Alachua Land Development

:054001217: 746 "

Fernand J. St Germain
By Helen Hertz

Deposited 12/26/80
In RWG's Savings a/c

FERNAND J. ST GERMAIN
1st District, Rhode Island

[illegible] House Office Building
Washington, D.C. 20515

200 John E. Fogarty Building
Providence, R.I. 02903
Tel. 528-4343

Congress of the United States
House of Representatives
Washington, D.C. 20515

COMMITTEES:
BANKING, FINANCE AND URBAN AFFAIRS
Chairman, Subcommittee on Financial Institutions Supervision, Regulation and Insurance
GOVERNMENT OPERATIONS
SMALL BUSINESS

January 26, 1981

Mr. Raleigh Greene
Florida Federal Savings & Loan
P.O. Box 1509
St. Petersburg, Florida 33731

Dear Raleigh:

Enclosed is my check in the amount of $27,000, made payable to Birr Bryant & Saier, Escrow, for the Alachua Hills Trust.

I spoke with Joe this afternoon and told him I was forwarding the check to you so that you could take it to Gainesville.

You will note that it is dated Friday, January 30. By its not being deposited until late on Friday, I am able to take advantage of a few extra days of interest on my money market funds.

Hope to see you soon.

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hStGh
Enc.

000613

HON. FERNAND J. ST GERMAIN
2136 House Office Building
Washington, D. C. 20515

No. 9994

15-121
540

Washington, D.C. January 26 1981

Pay to the order of Birr Bryant & Saier, Escrow $ 27,000.00

Twenty-seven Thousand and----------no/100 Dollars

The Sergeant at Arms.
House of Representatives, U.S.
Alachua Hills Trust

:054001217: 746 "

000614

UNIT 205, BLDG. 11

Sandpiper Key

A CONDOMINIUM

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into in quadruplicate effective this 27th day of MAY, 19 82, by and between Sandpiper Key Associates, a Florida general partnership, hereinafter called "Seller" and

FERNAND J. ST. GERMAIN

whose address is 121 WOODLAND ROAD, WOONSOCKETT, RHODE ISLAND 02895 hereinafter called "Buyer"

WITNESSETH

That for and in consideration of the premises and the sums of money hereinafter mentioned and the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to purchase the following described property situated in Charlotte County, Florida, to wit:

Unit 205 Building 11 Sandpiper Key, a condominium, Charlotte County, Florida, in accordance with the Declaration of Condominium and Plat thereof

upon the following terms and conditions, to wit:

1. Purchase Price. The total purchase price of said condominium is $ 190,000. The purchase price shall be paid in U.S. funds as follows:

(a) $ 19,000.00 as earnest money deposit paid herewith in escrow to Ramar Properties, Inc., registered real estate broker, to be held by it pursuant to the terms and conditions of this Agreement. Buyer may obtain a receipt for his deposit upon request. Transferred from V-404 and VI-306

(b) $ Nil as additional earnest money deposit to be paid in escrow to Ramar Properties, Inc., registered real estate broker, on or before _____, 19____, to be held by it pursuant to the terms and conditions of this Agreement.

(c) $ 171,000.00 by certified or cashiers check representing the balance of the purchase price to Williams, Parker, Harrison, Dietz & Getzen Trust Account, as Closing Agents, at the time of closing, as provided herein.

2. Required Statements. The Florida Condominium Law requires the following statements to be the part of this agreement: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY DEVELOPER TO A BUYER OR LESSEE. THE UNIT HAS NOT BEEN PREVIOUSLY OCCUPIED.

3. Qualification of Buyer. Buyer agrees that this Agreement is expressly subject to approval of Buyer by Seller as to financial ability, good character and likely compatibility with other purchasers. Buyer shall furnish such personal and financial information as Seller may require to obtain credit information pertaining to Buyer. If Seller, in its sole discretion, determines that Buyer is not acceptable to it for any reason, Seller shall have the absolute right to cancel and terminate this Agreement by notifying Buyer of such election to cancel and terminate same. Such notice shall be in writing and shall be deemed to be timely given if deposited in the United States mails at any time on or before 15 days from the date hereof. The notice of cancellation shall be accompanied by the return of the deposits made hereunder. Such notice shall be addressed to Buyer at the address herein specified. If such notice is given, this contract shall be deemed terminated and Buyer and Seller shall in said event be relieved of any obligation or liability of every nature arising out of or in connection herewith. If no such notice is given to Buyer within the 15 day period, Seller's right to cancel and terminate this Agreement on the basis and in the manner above provided shall terminate, and Buyer shall be deemed acceptable to Seller as to financial ability, good character and compatibility.

4. Furnishings. Seller agrees to equip and furnish said condominium unit at Seller's expense with the following: dishwasher, refrigerator, oven, range and hood; garbage disposal; wall-to-wall carpeting (except kitchen and bath which will be vinyl covered and terraces); kitchen and bathroom plumbing fixtures; and standard lighting fixtures.

5. Insulation. According to the insulation manufacturer and installer, insulation has been installed in the unit as follows:

Location	Type	Thickness	R-Value
Attic	Fiberglass Batts	7"	R-22
Exterior Frame Wall	Fiberglass Batts	3½"	R-11
Exterior Block Wall	Fiberglass Batts	½"	R-2

6. Closing. Closing shall take place at the offices of Williams, Parker, Harrison, Dietz & Getzen, Attorneys at Law, 1550 Ringling Boulevard, Sarasota, Florida on or before July 25, 1982. At time of closing, Buyer shall pay the balance of the purchase price and shall give written instruction to the Escrow Agent to pay from the escrow deposit to Seller. Upon receipt of said sums, Seller shall deliver to Buyer a good and sufficient special warranty deed conveying to Buyer a good, marketable, fee simple title to said condominium unit, subject to the provisions of the Declaration of Condominium and condominium plat, and the Articles of Incorporation and Bylaws of the Condominium Association, all of which shall be recorded in the Public Records of Charlotte County, Florida prior to closing, and any amendments thereto; real estate and tangible personal property taxes assessed against said properties for the then current year which shall be prorated as of the closing date; and zoning regulations, easements, and restrictions of record. Any mortgage and liens now or hereafter encumbering the real estate or said unit will be discharged or released at or prior to the closing, but until such discharge or release Buyer acknowledges and agrees that his rights hereunder are subordinate to the lien of any mortgage which now or shall hereafter encumber said property prior to closing. Documentary stamps on the deed shall be paid by Buyer. In the event Buyer fails to close within the time specified, Buyer shall pay interest on the unpaid balance of the purchase price at the rate of 18% per annum and shall pay all closing condominium maintenance fees accruing during such delay. Buyer shall not be allowed to take possession of the unit prior to closing the purchase.

7. Title Insurance. Seller agrees to obtain and deliver to Buyer a title insurance binder evidencing a good [illegible] title in Seller subject only to the exceptions hereinabove set forth and to standard ALTA title insurance exceptions. Seller shall have thirty (30) days within which to cure any defects in Seller's title insurance binder evidencing a good, fee simple title in Seller subject only to such exceptions. [illegible]

[illegible] incidental damages for such default and may assert its other legal and equitable remedies including the right to sue for damages in the event Seller defaults hereunder. Buyer shall be entitled to a return of all deposits paid hereunder by Buyer together with all interest earned thereon while held in escrow and loan application fee if Buyer has applied for a loan with a lending institution approved by Seller and Seller's designated mortgage broker, and Buyer is rejected for such loan, then upon written notice to Seller from Buyer, this agreement shall thereupon terminate and Seller shall be released of all further liability to Buyer.

9. Representations. Buyer acknowledges and agrees that no representations or warranties have been made to him by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in the condominium documents or in this agreement, and that none shall be implied or has been relied upon by Buyer in the execution of this agreement. Buyer understands and agrees that Seller has reserved the right prior to closing to make changes in said condominium documents provided such changes shall not materially affect the value of the unit without Buyer's approval.

10. Risk of Loss. Prior to the closing of this transaction, Seller shall assume all risk of loss by reason of fire, windstorm, or other casualty.

11. Receipt. Buyer specifically acknowledges receipt of a copy of the offering circular for said condominium pursuant to the requirements of Section 718.503, Florida Statutes.

12. Assignment. This agreement is personal to Buyer and shall not be assignable by Buyer except with the written consent of Seller. Seller reserves the right to assign its rights hereunder to a mortgage lender as additional security.

13. Broker. Buyer warrants and agrees that this agreement was not procured by any real estate broker (other than the broker whose name appears below, if any) and agrees to indemnify and hold Seller harmless from any claim for a real estate commission on this sale (other than by the below-named broker) and will pay the reasonable costs and expenses of defending against any such claim, including reasonable attorney's fees. This warranty and agreement shall survive the closing of this transaction. The below-named broker (if any) agrees that its commission or fee shall be payable only in the event of and at the time of the closing of this transaction.

14. Miscellaneous. It is understood and agreed that time is of the essence of this agreement, and that this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and that the same shall be construed under the laws of the State of Florida. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

15. This Purchase Agreement is contingent upon the Buyer obtaining a mortgage loan of $171,000.00.

16. Seller agrees to lease back from Buyer this unit for a period of eighteen (18) months from date of closing at a monthly rent of $2,500. Lessee will maintain unit and pay electric utility bills. Lessor will pay maintenance fee and taxes on unit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed, sealed and delivered
in the presence of:

_____ _____ (SEAL)

_____ _____ (SEAL)
As to Buyer BUYER

SANDPIPER KEY ASSOCIATES

_____ By _____
its authorized agent

SELLER

_____
As to Seller

_____

_____
REAL ESTATE BROKER

ESCROW RECEIPT AND AGREEMENT

RAMAR PROPERTIES, INC. acknowledges receipt of the sum of $ 10,000.00 from Buyer and agrees to hold said sum and any additional earnest money deposits paid by Buyer in escrow pursuant to the terms, conditions and provisions of the foregoing Purchase Agreement. Said escrow money may be held in an interest bearing account at the discretion of escrow agent and any interest accruing thereon shall be paid to the party entitled to receive the deposit.

09341

RAMAR PROPERTIES, INC.

By _____

2001 S. Tamiami Trl., Sarasota, Florida 33581

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN
1. ☐ FHA 2. ☐ FmHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number: 7. Loan Number:

8. Mortgage Insurance Case Number:

NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

C. NAME OF BORROWER:	E. NAME OF SELLER:	F. NAME OF LENDER:
rnand J. St. Germain 1 Woodland Road onsockett, Rhode Island 02895	Arvida Corporation P.O. Box 6166 Sarasota, Florida 33578	Florida Federal Savings and Loan Association P.O. Box 1509 St. Petersburg, FL 33731

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
it 205, Building 2 51 Beach Road plewood, FL 33533	Williams, Parker, Harrison, Dietz & Getzen, 1550 Ringling, Sarasota, FL PLACE OF SETTLEMENT Offices of Florida Federal Savings and Loan Association	1/17/83

J. SUMMARY OF BORROWER'S TRANSACTION

100 GROSS AMOUNT DUE FROM BORROWER		
Contract sales price		190,000.00
Personal property		
Settlement charges to borrower *(line 1400)*		8,860.65
Adjustments for items paid by seller in advance		
City/town taxes	to	
County taxes	to	
Assessments	to	
120 GROSS AMOUNT DUE FROM BORROWER		198,860.65
200 AMTS. PD. BY OR IN BEHALF OF BORROWER		
Deposit or earnest money		2,000.00
Principal amount of new loan(s)		171,000.00
Existing loan(s) taken subject to		
Purchase Rebate to Buyer		17,000.00
Adjustments for items unpaid by seller		
City/town taxes	to	
County taxes 1/1/83	to 1/17/83	85.62
Assessments	to	
220 TOTAL PAID BY/FOR BORROWER		190,085.62
300 CASH AT SETTLEMENT FROM/TO BORROWER		
Gross amount due from borrower *(line 120)*		198,860.65
Less amounts paid by/for borrower *(line 220)*		190,085.62
303 CASH (☒ From) (☐ To) BORROWER		8,775.03

K. SUMMARY OF SELLER'S TRANSACTION

	400 GROSS AMOUNT DUE TO SELLER		
401	Contract sales price		190,000.00
402	Personal property		
403			
404			
405			
	Adjustments for items paid by seller in advance		
406	City/town taxes	to	
407	County taxes	to	
408	Assessments	to	
409			
410			
411			
412			
	420 GROSS AMOUNT DUE TO SELLER		190,000.00
	500 REDUCTIONS IN AMOUNT DUE TO SELLER		
501	Excess deposit *(see instructions)*		2,000.00
502	Settlement charges to seller *(line 1400)*		2,137.50
503	Existing loan(s) taken subject to		
504	Payoff of first mortgage loan		138,400.00
505	Payoff of second mortgage loan		6,163.00
506			
507	Purchase Rebate to Buyer		17,000.00
508			
509			
	Adjustments for items unpaid by seller		
510	City/town taxes	to	
511	County taxes 1/1/83	to 1/17/83	85.62
512	Assesments	to	
513			
514			
515			
516			
517			
518			
519			
	520 TOTAL REDUCTION AMOUNT DUE SELLER		165,786.12
	600 CASH AT SETTLEMENT TO/FROM SELLER		
601	Gross amount due to seller *(line 420)*		190,000.00
602	Less reductions in amount due seller *(line 520)*		165,786.12
603	*CASH (☒ To) (☐ From) SELLER*		24,213.88

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
TOTAL SALES/BROKER'S COMMISSION based on price $	@ %		
Division of Commission (line 700) as follows:			
$	to		
$	to		
Commission paid at Settlement			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN			
Loan Origination Fee	3.5 %	5,985.00	
Loan Discount	%		
Appraisal Fee	to Florida Federal Savings and Loan	160.00	
Credit Report	to Florida Federal Savings and Loan	25.00	
Lender's Inspection Fee			
Mortgage Insurance Application Fee	to		
Assumption Fee			
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
Interest from 1/17/83	to 1/31/83 @ $ 58.56 /day	878.40	
Mortgage Insurance Premium for	months to		
Hazard Insurance Premium for	years to		
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard insurance	months @ $ per month		
1002 Mortgage insurance	months @ $ per month		
1003 City property taxes	months @ $ per month		
1004 County property taxes	months @ $ per month		
1005 Annual assessments	months @ $ per month		
1006	months @ $ per month		
1007	months @ $ per month		
1008	months @ $ per month		
1100 TITLE CHARGES			
1101 Settlement or closing fee	to		
1102 Abstract or title search	to		
1103 Title examination	to		
1104 Title insurance binder	to		
1105 Document preparation	to		
1106 Notary fees	to		
1107 Attorney's fees	to		
(includes above items number:	)		
1108 Title insurance	to Williams, Parker, Harrison, Dietz	50.00	2,127.50
(includes above items numbers:	1107, 1109 and 1110)		
1109 Lender's coverage	$ 171,000.00		
1110 Owner's coverage	$ 190,000.00		
1111			
1112			
1113			
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording fees	Deed $ 5.00 ; Mortgage $ 29.00 ; Releases $ 10.00	34.00	10.00
1202 City/county tax/stamps	Deed $; Mortgage $		
1203 State tax/stamps	Deed $ 855.00 ; Mortgage $ 256.50	1,111.50	
1204 Intangible Tax on Mortgage		342.00	
1205			
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey	to		
1302 Pest inspection	to		
1303 Storer Cable TV		15.75	
1304 Maintenance Fee Proration: $315.00/Qtr. ÷ 90 days =			
1305 $3.50 x 74 days (1/17/83 - 3/31/83) =		259.00	
1400 TOTAL SETTLEMENT CHARGES (enter on lines 103, Sec. J and 502, Sec. K)		8,860.65	2,137.50

The above settlement statement is hereby approved. The disbursements indicated are authorized and settlement may be completed by settlement agent.

09341

Ferdinand J. St. Germes

SANDPIPER KEY ASSOCIATES,

By: [signature]
Sec'y

CLOSING STATEMENT

LOAN NO. 50-1657

DATE January 17, 1983

NAME FERNAND J. ST. GERMAIN, a married mar

PROPERTY ADDRESS 1602 BEACH ROAD UNIT 205 ENGLEWOOD, FL. 33533

LEGAL DESCRIPTION UNIT 205, BLDG. 2, SANDPIPER KEY

AMOUNT OF LOAN			$ 171000.00
INTEREST	From 01/17/83 thru 01/31/83	$ 878.40	
APPLICATION FEE			
PAID BY BORROWER TO PROVIDE FUNDS FOR CONSTRUCTION			
LOAN EXPENSES			
LOAN POINTS	3.50%	5985.00	
APPRAISAL		160.00	
INSPECTION FEE			
LEGAL FEE			
SURVEY			
DOCUMENTARY STAMPS		256.50	
INTANGIBLE TAX		342.00	
CREDIT REVIEW FEE		25.00	
RISK INSURANCE			
MORTGAGE TITLE INSURANCE OR ABSTRACT FEE			
RECORDING FEES	Mortgage	29.00	
OTHER			
Net Proceeds		163324.10	
DEPOSIT FOR ESCROW ACCOUNT			
TAXES	____ MOS @ $ ____ PER MONTH		
HAZARD INS	____ MOS @ $ ____ PER MONTH		
FLOOD INS	____ MOS @ $ ____ PER MONTH		
RISK INS	____ MOS @ $ ____ PER MONTH		
		$ 171000.00	$ 171000.00

A COVENANT OF THE MORTGAGE CALLING FOR MONTHLY PAYMENTS EQUIVALENT TO 1/12 OF THE ESTIMATED ANNUAL TAXES, ASSESSMENTS AND INSURANCE PREMIUMS HAS BEEN CALLED TO OUR ATTENTION, AND WE UNDERSTAND AND AGREE THAT NO INTEREST SHALL BE PAID BY THE MORTGAGEE ON THE SUMS SO PAID PURSUANT TO THAT PARAGRAPH.

WE ACKNOWLEDGE RECEIPT OF NOTICE OF OUR RIGHT TO RESCIND THIS TRANSACTION AND DO NOT WISH TO EXERCISE OUR RIGHT AND MAKE GIVEN NO NOTICE TO THIS EFFECT. ____ (MUST BE SIGNED FOR RESCINDABLE TRANSACTION)

THE ABOVE STATEMENT IS HEREBY APPROVED AND FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION IS AUTHORIZED AND DIRECTED TO MAKE DISBURSEMENTS AS SHOWN ABOVE AND TO DEDUCT THE ABOVE AMOUNTS FROM MONIES DUE THE UNDERSIGNED.

COPY OF THIS STATEMENT RECEIVED

Fernand J. St. Germain (SEAL)
FERNAND J. ST. GERMAIN

(SEAL)

(SEAL)

(SEAL)

MONTHLY PAYMENTS TO BEGIN 1st March 1983

WITH INTEREST RATE OF 12.5 % 360 TERM

PRINCIPAL AND INTEREST	$ 1825.01
TAXES	
INSURANCE FLOOD	
INSURANCE HAZARD	
INSURANCE RISK	
TOTAL PAYMENTS	$ 1825.01

PAYMENTS NOT RECEIVED WITHIN 15 DAYS FROM DUE DATE ARE SUBJECT TO A LATE CHARGE OF 4% OF MONTHLY PRINCIPAL AND INTEREST PAYMENT.

ADJUSTABLE RATE NOTE

This Document Contains Provisions Allowing for Changes in the Interest Rate. Increases in the Interest Rate will Result in Higher Payments. Decreases in the Interest Rate will Result in Lower Payments.

St. Petersburg, Florida

January 17, 1983

1601 BEACH ROAD UNIT 205 ENGLEWOOD, FL. 33533

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 171000.00 (this amount is called "principal"), plus interest, to the order of the lender. The Lender is FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will pay interest at a yearly rate of 12.50. This rate is called the "Initial Rate of Interest." The rate of interest I will pay will change in accordance with Section 4 of this Note.

The rate of interest required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7 (B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on March 19 83. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. If on February1, 20 13, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at POST OFFICE BOX 1509 ST. PETERSBURG, FLORIDA 33731, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 1825.01. This amount will change if the rate of interest that I must pay changes. The Note Holder will determine my new rate of interest and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

Beginning in 19 88, the rate of interest I will pay may change on the 1st day of the month of February, and on that day every ☐ 6th ☐ 12th ☐ 30th ☒ 60th *(Check only one box)* month thereafter. Each date on which the rate of interest could change is called a "Change Date."

(B) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the weekly auction average rate on United States Treasury bills with a maturity of ☐ 6 months as made available by the Federal Reserve Board, or the weekly average yield of United States Treasury securities adjusted to a constant maturity of ☐ 1 year ☐ 3 years ☒ 5 years as made available by the Federal Reserve Board, or ☐ the "Contract Interest Rate, Purchase Previously Occupied Homes, National Average for all Major Types of Lenders" as made available by the Federal Home Loan Bank Board.

(Check only one box)

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

The first Index figure for this Note is 10.230. It is called the "Original Index."

The most recently available Index figure as of the date 45 days before each Change Date is called the "Current Index."

(C) Calculation of Changes

Before each Change Date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, the Note Holder will add the difference to the Initial Rate of Interest. If the Current Index is lower than the Original Index, the Note Holder will subtract the difference from the Initial Rate of Interest. The Note Holder will then round the result of this addition or subtraction to the nearest one-eighth of one percent point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

The Note Holder will then determine the new amount of my monthly payment that would be sufficient to repay the outstanding principal balance in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

The new rate of interest will become effective on each Change Date. I will pay the new amount of my monthly payment each month beginning on the first monthly payment date after the Change Date until the amount of my monthly payment is again changed or I have fully repaid the loan.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

to reduce the amount of principal I owe under this Note. However, if my partial prepayment is sufficient to pay my next monthly payment and any late charges, such payment may result in my making fewer monthly payments. My partial prepayment will not extend the due date of any subsequent monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments only after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 % of my overdue payment of principal and interest. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment on time, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or if it is not mailed, 30 days after the date on which it is delivered to me.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method of giving notice, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail addressed to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over the obligations under this Note or any person who takes over the obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice that amounts due have not been paid.

11. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described in Uniform Covenant 17 of that Mortgage, which provides as follows:

> "Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof."

Fernand J. St. Germain (Seal) Borrower

FERNAND J. ST. GERMAIN

(Seal) Borrower

(Seal) Borrower

(Sign Original Only)

Florida Federal
Savings & Loan Association

MORTGAGE

DEBBIE KNOTT
RES. LOAN PROCESSING
P.O. BOX 2836
ST. PETERSBURG, FL. 33731

THIS MORTGAGE is made this 17th day of January, 19 83, between the Mortgagor, FERNAND J. ST. GERMAIN, a married man

(herein "Borrower"), and the Mortgagee, Florida Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is St. Petersburg, Florida (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Seventy One Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 17, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

February 1, 2013

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of CHARLOTTE State of Florida:

Unit 205, Building 2, SANDPIPER KEY, a condominium according to the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended, and as per plat thereof recorded in Condominium Plat Book 3, Page 42A, as amended in Condominium Book 3, Page 56A, Public Records of Charlotte County, Florida

RECEIVED
MAR 04 1983
LOAN AUDIT

Documentary Tax Pd. $ 256.50
Intangible Tax Pd. $ 240.00
Judey C. Alexander, Clerk Charlotte County
By: D.C.

OR 720 PG 2120

RECORDED IN OFFICIAL RECORDS
'83 MAR -4 PM 2:36

"AT THE TIME OF EXECUTION AND DELIVERY OF THIS MORTGAGE NEITHER THE MORTGAGOR NOR HIS SPOUSE LIVES IN OR RESIDES ON THE ABOVE DESCRIBED PROPERTY NOR HAVE THEY EVER LIVED IN OR RESIDED ON THE PROPERTY AND FURTHERMORE THE PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE MORTGAGOR."

Togetner with any riparian rights, filled lands, submerged bottom lands, and rights of accretion or reliction appertaining thereto.

Together with, without limitation, the following specific items of personal property, together with any and all additions thereto or replacements thereof: Refrigerator, Range/Oven, Fan/Hood, Disposal, Dishwasher, Central Air/Heat.

which has the address of 1601 BEACH ROAD UNIT 205 (STREET) ENGLEWOOD, FL. 33533 (CITY)

(herein "Property Address");

(STATE AND ZIP CODE)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum ("Funds") equal to one twelfth of the yearly taxes and assessments which may attain priority over this Mortgage and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

UR/20 PG 2121

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

OR 720 PG 2121

[illegible] Mortgage [illegible] Borrower fails to perform [illegible] Note and [illegible] Future Advances, if any, [illegible] Borrower [illegible] expenses of any kind, including reasonable attorneys' fees, incurred by Lender or Trustee in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's and Trustee's rights and remedies as provided in paragraph 19 hereof, including, but not limited to, reasonable attorneys' fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, within [illegible] years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus U.S. none

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Attorney's Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

[illegible]

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

[illegible] [illegible] (Seal)
-BORROWER
FERNAND J. ST. GERMAIN

[illegible] (Seal)
-BORROWER

(Seal)
-BORROWER

(Seal)
-BORROWER

STATE OF FLORIDA, PINELLAS [illegible] County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared

FERNAND J. ST. GERMAIN, a married man

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 17 day of April, 19 83.

My Commission expires: [illegible]
NOTARY PUBLIC
(SEAL)

(Space Below This Line Reserved for Lender and Recorder)

50-1257

ORI 720 PG 2125

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 17th day of January 1983, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

1601 BEACH ROAD UNIT 20E ENGLEWOOD, FL. 33533
(Property Address)

The Note Contains Provisions Allowing for Changes in the Interest Rate. Increases in the Interest Rate will Result in Higher Payments. Decreases in the Interest Rate will Result in Lower Payments.

OR 720 PG 2125

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial Rate of Interest of 12.50 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

(A) Change Dates

Beginning in 1988, the rate of interest I will pay may change on the 1st day of the month of February, and on that day every ☐ 6th ☐ 12th ☐ 30th ☒ 60th *(Check only one box)* month thereafter. Each date on which the rate of interest could change is called a "Change Date."

(B) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the weekly auction average rate on United States Treasury bills with a maturity of ☐ 6 months as made available by the Federal Reserve Board, or the weekly average yield on United States Treasury securities adjusted to a constant maturity of ☐ 1 year ☐ 3 years ☐ 5 years as made available by the Federal Reserve Board, or ☐ the "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" as made available by the Federal Home Loan Bank Board.

(Check only one box)

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

The first Index figure for this Note is 10.230 %. It is called the "Original Index."

The most recently available Index figure as of the date 45 days before each Change Date is called the "Current Index."

(C) Calculation of Changes

Before each Change Date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the Current Index and the Original Index. If the Current Index is higher than the Original Index, the Note Holder will add the difference to the Initial Rate of Interest. If the Current Index is lower than the Original Index, the Note Holder will subtract the difference from the Initial Rate of Interest. The Note Holder will then round the result of this addition or subtraction to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

The Note Holder will then determine the new amount of my monthly payment that would be sufficient to repay the outstanding principal balance in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

The new rate of interest will become effective on each Change Date. I will pay the new amount of my monthly payment each month beginning on the first monthly payment date after the Change Date until the amount of my monthly payment is again changed or I have fully repaid the loan.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument, provided that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

OR 720 PG 2126

D. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 is amended to read as follows:

15. Uniform Mortgage; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. NO FUTURE ADVANCES

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

G. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph G) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. In such event, Borrower shall not have the right to reinstate otherwise provided in Non-Uniform Covenant 19 of the Security Instrument.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

FERNAND J. ST. GERMAIN .....(Seal)
-Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

(Sign Original Only)

THIS CONDOMINIUM RIDER is made this 17th day of January, 19 83, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the security instrument and located at: 1601 BEACH ROAD UNIT 205, ENGLEWOOD, FL. 33533 (Property Address).

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as: SANDPIPER KEY (herein "Condominium Project") (Name of Condominium Project).

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

FERNAND J. ST. GERMAIN —Borrower

—Borrower

OR 710 PG 2124

20-1887

MORTGAGEE TITLE INSURANCE POLICY

RECEIVED
MAR 2 6 1982

Attorneys' Title Insurance Fund

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, ATTORNEYS' TITLE INSURANCE FUND, a business trust, herein called The Fund, insures, as of the Effective Date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which The Fund may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon (a) usury, or (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to the Effective Date of policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Effective Date of policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND has caused this policy to be signed and sealed in its name by its President and Executive Secretary, by direction of its Board of Trustees, to become binding when countersigned by a member of The Fund.

ORGANIZED 1947

Attorneys' Title Insurance Fund

By Paul B. Comstock

Paul B. Comstock
President and Executive Secretary

action and expressly reserves the right, in its sole
tion, to appeal from any adverse judgment or order.
) In all cases where this policy permits or requires
Fund to prosecute or provide for the defense of any
n or proceeding, the insured hereunder shall secure to
Fund the right to so prosecute or provide defense in
action or proceeding, and all appeals therein, and
* The Fund to use, at its option, the name of such

SERIAL

MP- 562714 00045

CONDITIONS AND STIPULATIONS (continued)

estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Effective Date of policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions – Notice of Claim To Be Given by an Insured Claimant

(a) The Fund, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify The Fund promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to The Fund, then as to such insured all liability of The Fund shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, the failure to notify shall in no case prejudice the rights of any such insured under this policy unless The Fund shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provisions of this policy.

(d) Whenever The Fund shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, The Fund may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to The Fund the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of such insured for such purpose. Whenever requested by The Fund, such insured shall give The Fund all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and The Fund shall reimburse such insured for any expense so incurred.

4. Notice of Loss – Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed The Fund is liable under this policy shall be furnished to The Fund within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of The Fund under this policy as to such loss or damage.

5. Options To Pay or Otherwise Settle Claims

The Fund shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of The Fund hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by The Fund. In case loss or damage is claimed under this policy by an insured, The Fund shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which The Fund is obligated hereunder to pay. If The Fund offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to The Fund upon payment therefor as herein provided.

6. Determination and Payment of Loss

(a) The liability of The Fund under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Fund will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by The Fund for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of The Fund.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if The Fund, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien, of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of The Fund.

000460

8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce

CONDITIONS AND STIPULATIONS (continued on reverse side)

Conditions and Stipulations, shall not reduce pro
the amount of the insurance afforded hereunder
t to the extent that such payments reduce the
nt of the indebtedness secured by the insured
gage.
yment in full by any person or voluntary satisfaction
lease of the insured mortgage shall terminate all
e of The Fund except as provided in paragraph 2(a

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Effective Date of policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to The Fund and not shown by the public records but known to the insured claimant either at Effective Date of policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to The Fund prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to the Effective Date of policy (except to the extent insurance is afforded herein as to any statutory lien for labor or materials).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Effective Date of policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that The Fund would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. (a) Continuation of Insurance after Acquisition of Title

This policy shall continue in force as of Effective Date of policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured, and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which The Fund may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;
(ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such

00048

CONDITIONS AND STIPULATIONS (continued on page below inserts)

the amount of the insurance pro tanto; provided, however, such payments prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of The Fund except as provided in paragraph 2(a) hereof.

(b) The liability of The Fund shall not be increased by additional principal indebtedness created subsequent to Effective Date of policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

9. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. Subrogation Upon Payment or Settlement

Whenever The Fund shall have settled a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title of the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Fund shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by The Fund, such insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit The Fund to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, The Fund shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to The Fund by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim shall be restricted to the provisions and conditions and stipulation of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, or member of The Fund.

12. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall be addressed to its principal office at 32 West Gore Street, Post Office Box 2671, Orlando, Florida 32802.

SCHEDULE A

Policy No. MP-562714 Effective Date February 1, 1983 at 12:34 P.M. Member's File Reference JMH/bz

Amount of Insurance $ 171,000.00

1. Name of Insured:

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is a fee simple (if other, specify same) and is at the effective date hereof vested in:

FERNAND J. ST. GERMAIN.

3. The land referred to in this policy is described as follows:

Unit 205, Building 2, SANDPIPER KEY, a condominium according to the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended, and as per plat thereof recorded in Condominium Book 3, page 42A, as amended in Condominium Book 3, page 56A, Public Records of Charlotte County, Florida.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage given by FERNAND J. ST. GERMAIN, a married man, to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated January 17, 1983, recorded February 1, 1983, at 12:34 P.M., in Official Records Book 720, page 2120, Public Records of Charlotte County, Florida, in the original principal amount of $171,000.00

000463

ISSUED BY

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN

1-366-4800

(Attorney or Firm of Attorneys)

M-170
MEMBER NO

William M. Sudie
ATTORNEY-MEMBER'S SIGNATURE

1550 Ringling Boulevard
(Mailing Address)

Sarasota
(City)

Florida 33578
(Zip)

FLND MORTGAGE FORM

SCHEDULE B

Policy No. MP-562714

This policy does not insure against loss or damage by reason of the following:

1. The lien of all taxes for the year 19 83 and thereafter.

2. Easements and other matters shown upon the survey and condominium plat prepared by RAMAR GROUP CONSTRUCTORS INC.; and any encroachments, overlaps, boundary line disputes, or other matters occurring since the date of said condominium plat.

3. Covenants, conditions, restrictions, terms, easements and other provisions of the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended in Official Records Book 685, page 1997, Official Records Book 687, page 2199, Official Records Book 694, page 520, Official Records Book 696, page 331, Official Records Book 699, page 1837, Official Records Book 702, page 1777, and Official Records Book 707, page 103, and as per plat thereof recorded in Condominium Book 3, page 42A, as amended in Condominium Book 3, page 56A, Public Records of Charlotte County, Florida.

4. This land appears to front on navigable waters. Therefore, the title to such land is subject to the following:

   (a) The right, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line or other apparent boundary line separating the publicly used area from the upland private area.

   (b) Rights, if any, of the United States, the State of Florida, and the public in and to any portion of the land which is or was formerly submerged by navigable or tidal waters.

   (c) Any portion of the subject property which was submerged land in February 1947 is subject to any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Fund of Florida.

   (d) Riparian and littoral rights are not insured hereunder.

   (e) Title to any portion of the subject property located below the mean high water line is not insured hereunder.

5. This policy does not insure title to or any interest in personal property.

000464

Attorneys' Title Insurance Fund

ORLANDO, FLORIDA

Endorsement No. 1 to Policy No.: MP-562714

Name of Original Insured: FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

Original Effective Date: February 1, 1983, at 12:34 P.M.

Original Amount of Insurance: $ 171,000.00 Member's File Reference: JMH/bz

The policy is hereby amended as follows:

Attorneys' Title Insurance Fund hereby insures against loss or damage by reason of:

(1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions in the mortgage or note which provide for changes in the rate of interest, [redacted]

(2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the mortgage or note, which loss of priority is caused by said changes in the rate of interest, [redacted]

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3 (d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

RECEIVED
APR 04 1983
LOAN DEPT

4/7/83

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN
Name of Fund Member

March 31, 1983
Date

M-170
Member No.

William M Parker
ATTORNEY-MEMBER'S SIGNATURE

ORGANIZED 1947

Attorneys' Title Insurance Fund

By Paul B Comstock

Paul B. Comstock
President and Executive Secretary

000465

Fund Form 4/84 (1-82)(20) SM

Attorneys' Title Insurance Fund

ORLANDO, FLORIDA

CONDOMINIUM ENDORSEMENT TO POLICY NO.: MP-562714

The Fund hereby insures against loss or damage by reason of:

(1) The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the units and its common elements are located.

(2) The failure of the documents required by said condominium statutes to comply with the requirements of said statutes to the extent that such failure affects the title to the unit and its common elements.

(3) Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents. Said restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.

(4) The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.

(5) The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

(6) Any obligation to remove any improvements which exist at date of policy because of any present encroachment or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.

(7) The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at date of policy.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

RECEIVED
APR 04 1983
LOAN AUDIT

4/7/83

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN
Name of Fund Member

March 31, 1983
Date

M-170
Member No.

ORGANIZED 1947

Attorneys' Title Insurance Fund
By Paul B. Comstock
Paul B. Comstock
President and Executive Secretary

William M. Smith
ATTORNEY-MEMBER'S SIGNATURE

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN
PROFESSIONAL ASSOCIATION
1550 RINGLING BOULEVARD - POST OFFICE BOX 3258
SARASOTA, FLORIDA 33578
(813) 366-4800

000466

Printed from CE (7-82) Ed. 5M

COMMITMENT

Attorneys' Title Insurance Fund

ORLANDO FLORIDA

COMMITMENT TO INSURE OR GUARANTEE TITLE

ATTORNEYS' TITLE INSURANCE FUND, a business trust, herein called The Fund, for a valuable consideration, hereby commits to issue its policy or policies of title insurance or guarantee of title, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies or guarantee committed for have been inserted in Schedule A hereof by The Fund, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance or guarantee of title and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies or guarantee committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies or guarantee is not the fault of The Fund.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND has caused this Commitment to be signed and sealed in its name by its President and Executive Secretary, by direction of its Board of Trustees, to become binding when countersigned by a member of The Fund.

ORGANIZED 1947

Attorneys' Title Insurance Fund

By Paul B. Comstock

Paul B. Comstock
President and Executive Secretary

SERIAL

C- 451184

000467 DUPLICATE

STANDARD EXCEPTIONS

The owner policy or owner guarantee will be subject to the mortgage, if any, noted under item two of Section 1 of Schedule B hereof. All policies and guarantees will be subject to the following exceptions: (1) taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records. (2) rights or claims of parties in possession not shown by the public records. (3) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises. (4) easements, or claims of easements, not shown by the public records. (5) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to The Fund in writing, The Fund shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent The Fund is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to The Fund, or if The Fund otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, The Fund at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve The Fund from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of The Fund under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies or guarantee committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies or guarantee committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies or guarantee committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against The Fund arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

000468

COMMITMENT
to
INSURE or GUARANTEE
TITLE

Attorneys'
Title Insurance Fund
ORLANDO, FLORIDA

Offices at 12 W. Gore Street
ORLANDO, FLORIDA

000469

FLA. COMMITMENT FORM

SCHEDULE A

Commitment No. C-451184 Effective Date December 17, 1982 at 8:00 A.M. Member's File Reference JWB/bs

Policy or Policies or Guarantee to be issued | Proposed Amount of Insurance

OWNER'S OP | $ 190,000.00

Proposed Insured

FERNAND J. ST. GERMAIN

MORTGAGEE MP | $ 171,000.00

Proposed Insured

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

SANDPIPER KEY ASSOCIATES, a Florida general partnership

The land referred to in this commitment is described as follows:

Unit 205, Building 2, SANDPIPER KEY, a condominium according to the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended, and as per plat thereof recorded in Condominium Book 3, page 42A, as amended in Condominium Book 3, page 56A, Public Records of Charlotte County, Florida.

000470

ISSUED BY

WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN

(Attorney or Firm of Attorneys)

M-170
MEMBER NO.

ATTORNEY-MEMBER'S SIGNATURE

1550 Ringling Boulevard
(Mailing Address)

Sarasota
(City)

Florida 33578
(Zip)

SCHEDULE B

Commitment No C-451184

I The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

A. Warranty Deed from SANDPIPER KEY ASSOCIATES, a Florida general partnership, to FERNAND J. ST. GERMAIN, conveying the condominium unit described in SCHEDULE A-3.

B. Mortgage from FERNAND J. ST. GERMAIN, showing marital status, and if married joined by his spouse, or containing non-homestead covenant, to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION.

(CONTINUATION SHEET ATTACHED)

II Schedule B of the policy or policies or guarantee to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

2. Any owner's policy or owner guarantee issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof. Any mortgagee policy will contain under Schedule B the standard exceptions unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to mechanics' liens which could take priority over the mortgage (where the liens would otherwise take priority, submission of waivers is necessary). Standard exceptions (2), (3), (4) and (5) will be deleted from the policy.

3. Easements and other matters shown upon the survey and condominium plat prepared by RAMAR GROUP CONSTRUCTORS INC.; and any encroachments, overlaps, boundary line disputes, or other matters occurring since the date of said condominium plat.

4. Covenants, conditions, restrictions, terms, easements and other provisions of the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended in Official Records Book 685, page 1997, Official Records Book 687, page 2199, Official Records Book 694, page 520, Official Records Book 696, page 331, Official Records Book 699, page 1837, Official Records Book 702, page 1777, and Official Records Book 707, page 103, and as per plat thereof recorded in Condominium Book 3, page 42A, as amended in Condominium Book 3, page 56A, Public Records of Charlotte County, Florida.

(CONTINUATION SHEET ATTACHED) 000471

FORM 2 - SCHEDULE B (REV. 12/11/81 EFF. 1/1/82)

(SCHEDULE B-I CONTINUED

Commitment, Policy or Guarantee No. C-451184

3. Obtain and record instruments releasing the condominium unit described in SCHEDULE A-3 from the Assignment of Rents, Leases, Contracts, Accounts Receivable, Accounts and Deposit Accounts, Financing Statement and mortgages described in Exceptions No. 7 thru 10, inclusive, of SCHEDULE B-II.

000472

FORM [illegible]

SCHEDULE B-II CONTINUED

Commitment, Policy or Guarantee No. C-451284

5. This land appears to front on navigable waters. Therefore, the title to such land is subject to the following:

   (a) The right, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line or other apparent boundary line separating the publicly used area from the upland private area.

   (b) Rights, if any, of the United States, the State of Florida, and the public in and to any portion of the land which is or was formerly submerged by navigable or tidal waters.

   (c) Any portion of the subject property which was submerged land in February 1947 is subject to any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Fund of Florida.

   (d) Riparian and littoral rights are not insured hereunder.

   (e) Title to any portion of the subject property located below the mean high water line is not insured hereunder.

6. The policy will not insure title to or any interest in personal property.

7. Assignment of Rents, Leases, Contracts, Accounts Receivable, Accounts and Deposit Accounts executed by SANDPIPER KEY ASSOCIATES in favor of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated October 20, 1982, recorded in Official Records Book 712, page 880, Public Records of Charlotte County, Florida.

8. UCC-1 Financing Statement executed by SANDPIPER KEY ASSOCIATES, as debtor, in favor of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, as secured party, recorded in Official Records Book 712, page 887, Public Records of Charlotte County, Florida.

(CONTINUATION SHEET ATTACHED)

(SCHEDULE B-II CONTINUED

Commitment, Policy or Guarantee No. C-451184

9. Mortgage given by SANDPIPER KEY ASSOCIATES to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, dated October 20, 1982, recorded in Official Records Book 712, page 862, Public Records of Charlotte County, Florida, in the original principal amount of $7,728,000.00, covering property described in SCHEDULE A-3 and other property.

10. Mortgage given by SANDPIPER KEY ASSOCIATES to FLORIDA FIRST SERVICE CORPORATION, dated October 20, 1982, recorded in Official Records Book 712, page 892, Public Records of Charlotte County, Florida, in the original principal amount of $587,534.60, covering property described in SCHEDULE A-3 and other property.

LOAN PROCESSING AND AUDIT CHECKLIST

Borrowers ST. GERMAIN Commitment No.

Processor/Branch Loan No.

When the counselor takes the application, the items required can be marked under "Required." If an item is not required, use N/A. All In File blanks should be completed for the type of loan. Original of this form should be stapled to inside front of folder. Retain a Xerox copy in originating office for reference until all items are received by Accounting, Loan Audit, and Mortgage Records. All items in bold type should be placed in order as listed on this sheet and placed on the top of the file; the other items listed on this sheet should be placed under the forms in bold type, and all others at the bottom of the file.

AUDIT		REQUIRED	IN FILE
✓	1 NOTE	✓	✓
✓	2 MORTGAGE/NOTE EXH. "A"	✓	✓
✓	3 CONDO/PUD RIDER	—	—
✓	4 TITLE POLICY/BINDER	✓	✓
✓	5 APPRAISAL	✓	✓
✓	6 CLOSING STATEMENT	✓	✓
	7 CONST. DISB. STATEMENT	—	—
✓	8 RESPA. SETTLEMENT STATEMENT	✓	✓
✓	9 TIL REG. Z DISCLOSURE	✓	✓
✓	10 SCREENING SHEET	✓	✓
✓	11 APPLICATION/LOAN APPROVAL	✓	✓
✓	12 SALES CONTRACT	✓	✓
✓	13 SURVEY	—	—
✓	14 Affidavit, Status of Title	✓	✓
✓	15 Insurance: Hazard	✓	✓
✓	16 Insurance: Flood	✓	✓
✓	17 Anti-Coercion Statement	✓	✓
	18 Cr. Report/Opinion of Credit	—	—
	19 RRM Disclosure	—	—
	20 AML Opt. #1 Disclosure	✓	✓
	21 AML Opt. #2 Disclosure	—	—
	22 Signed Comm. Letter	✓	✓
	23 Good Faith Estimate/Verbal	✓	✓
	24 Resolution of Bd. of Directors		
	25 Certificate of Corp. Standing		
	26 Signed Fin. State/Tax Returns		
	27 Verifications		
	28 Voucher: New Loan (clipped to top		
	29 Cont. Envelopes (stapled to file		
	30 Kardex: Legal, Tax (clipped to top		
	Plus EXCEEDS 90%, if applicable		
	Items 1-30, as applicable		
	31. CONSTR. LOAN AGREE./EXH. A/B		
	32. LOAN AGREEMENT		
	33. SURVEY		
	34. FINAL CLOSING - DISBURSEMENT		
	35. OWNER'S AFFIDAVIT		
	36. CONTRACTOR'S AFFIDAVIT		
	37. Notice of Commencement		
	38. Specifications		
	39. Insp. Record		
	40. Disb. Record		
	41. Power of Attorney		
	Plus EXCEEDS 90%, if applicable		
	Items 1-41, as applicable		
	42. MOD. & CONSOL AGREEMENT		
	43. CURRENT APPRAISAL		
	44. Rescission Notice		
	Items 1-44, as applicable		
	PMI CERTIFICATE		
	PMI Commitment		
	CERTIFICATION/AFFIDAVIT		
	Escrow Account		
	Within 80% 95% LTV		

REFIN - 90% LTV

RECEIVED
FEB 14 1985
LOAN ACC.

LOANS
TO

THE AUDIT CHECKLIST MUST BE STAPLED TO THE INSIDE OF THE FILE

CRT Input Files Only

I. Preparation of File for Submission to Accounting after CRT Entry

When the file is sent to Accounting, all documents applicable to the loan, and as checked off on the face of this list, must be included in the file together with the following items so that the preliminary audit can be made.

A. Note

B. Either

1. Recorded Mortgage (Make a copy of the recorded mortgage for your records so that you can check the title policy when it is received), or

2. Copy of signed Mortgage.

C. Two signed Closing Statements

II. As soon as the counselor receives the following items, they should be forwarded to Loan Audit:

A. If recorded mortgage was not available to send with the file, send it to Loan Audit when it is received.

B. Send the Title Policy/has been binder to Loan Audit as soon as it is received and it has been checked by the counselor.

III. Additional Information

A. Loan Audit will take care of having Note and Mortgage microfilmed.

B. Existing Property Loans — Files will be retained by Mortgage Records and microfilmed.

C. Construction Loans — Files will be returned to processing office after preliminary audit minus the Note.

1. Final Closing

a. The file should be sent to Loan Audit after closing.

b. The following items should be sent to Accounting.

(1) Copy of Construction Disbursement Statement, LD 314.

(2) Assumption/Out of Process/Modification/Escrow/Due Date/Rate/Payment Change. LD 510

(3) Check from borrower to pay construction interest.

00347

MORTGAGE SCREENING AND COMMITTEE ACTION SHEET

Comm. No. 01-3522

BORROWER	Age	No. Dep.	CO-BORROWER	Age	No. Dep.
Fernand J. St. Germain	54	2			

RACE: 1 ☐ American Indian, Alaskan Native 2 ☐ Asian, Pacific Islander 3 ☐ Black 4 ☒ White 5 ☐ Hispanic 6 ☐ Other (specify)

SEX: ☐ Female ☒ Male

NATIONAL ORIGIN: 1 ☐ Puerto Rican 2 ☐ Cuban 3 ☐ Mexican 4 ☐ Other (specify)

Marital Status: 1 ☒ Married 2 ☐ Unmarried (single, divorced, widowed) 3 ☐ Separated

Present Address: No. Years 16 ☒ Own ☐ Rent

121 Woodland Road
Woonsocket, RI. 02895

Present Address: No. Years ____ ☐ Own ☐ Rent

Street

City, State, Zip

Employer	Yrs. employed this profession	Yrs. this employer	Self-employed	Amt. Inc. $
U.S. House of Representative U.S. Capitol Washington, D.C. 20515	22	22		

Position/Title: Member of Congress

Type of Business: Government

Employer Name

Type of Business

PROPERTY ADDRESS & LEGAL

City

Simultaneous Application: Yes ____ No ____

Contractor

Englewood, Fla.

Zip 33533

Spec. Builder

Unit 205, Bldg. II, Sandpiper Key

Limit # ____ $ ____ Expires ____

SCREENING DATA

Mortgage Pmt.	$ 1,791.90
Real Est. Taxes	
Hazard Ins. (FHA only)	
Other (Maint.)	
Total Subj. Exp.	$ 1,791.90
Other	3,235.94*
Total Exp.	$ 5,027.84
Gross Monthly Income	9,323.00**
Subj. Exp. Ratio (a ÷ c) =	19.22
Total Exp. Ratio (b ÷ c) =	53.92

Screener: Marian Nicolet Appl. Date 1/6/83 Screened By: Eric Casor Date 1/10/83

APPLICANT'S "ABILITY TO PAY" DATA

Cost of Property		Source of Payment	
Land	$	Cash (Equity)	$
Contract	190,000.00	Cash Deposit	2,000.00
Closing Costs	6,958.00	Mortgage	171,000.00
Extras		Cash Required	67,672.00
Escrow Deposit			
Total	$ 196,958.00	Total	$ 240,672.00

Comments For Screening: *Includes PITI on primary home and secondary homes.

**Income includes net rental income of 3,507.

COMMITTEE ACTION DATA

Purpose of Request: ☐ Purchase ☐ Const.-Contract ☐ Const.-Spec ☐ Conditional Commitment
☐ Refinance ☐ Additions ☐ Lot Loan ☒ Other 5yr. ARM

Sales Price	$ 111,876.00	Type of Property	Condo
Land	$ 2,365,272.00	Land Value	$
Others	$ 926,709.00	Improvements	$
Appraised	$ 1,439,563.00	Total (Land + Impr.)	$

Year Built: ____
Remaining Econ. Life: ____
Appraised By: ____
Cert. Value $ ____
Sale Price $ 190,000.00

REQUEST	LOAN OFFICER RECOMMENDATION	LOAN COMM. ACTION	Approval Date	Expiration Date
171,000.00		$171,000.00	1/10/83	
Ratio (CV) %		Ratio (CV) %		
Ratio (SP) 90%		Ratio (SP) %	COMMITTEE	
Int. 12.25		Int. ~~12.25~~ 12.5% adj.	W.J. Casey	
Term 360		Term 360 - 5yr. ARM		
Points 3.5	Fla Fed. Approved ✓ #7	Points 3½ pts.		
Other		Other		
Pay. Incl.	FNMA Approved	Comments Pen. P. Limit		
Pay. Excl.				

SUBJECT TO: subj to close

- Verification of Deposits ✓
- Sale of present property
- Approval of Documents
- Satisfactory credit report
- Flood Insurance
- Payment of Debts

- ☒ Verification of income, 1980 '81 Tax Returns
- ☐ Survey
- ☐ Termite inspection
- ☒ Other Appraisal

Assumption/Additional/Refinance

Seller Mtg: ____

Release Liab. Yes ____ No ( )

Assumption Fee: $ ____

Assn. Add. Rel. Mtg: $ ____

Current Balance: $ ____

Original Int. Rate: ____

ADDITIONAL COMMENTS:

Date to closing: ok to close without all "subject to" items.

Borrower(s): FERNAND D. ST. AUBIN

Date: 01/17/83
Loan Number: 50-1887

NUAL SCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 13.072 %	The dollar amount the credit will cost you. $492867.00	Amount of credit provided to you or on your behalf. $164136.60	Amount you will have paid after making all payments as scheduled. $657003.60

Number of Payments: 360 | Amount of Payments: 1825.01 | Payments are Due Monthly: Beginning 03/01/83

SECURITY: You are giving a security interest in ☐ the goods or property being purchased ☒ 1601 BEACH ROAD, UNIT 205

LATE CHARGE: If a payment is late, you will be charged 4 % of the payment.

PREPAYMENT: If you pay off early, you ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property cannot assume the remainder of the mortgage on the original terms.

REQUIRED DEPOSIT: The annual percentage rate does not take into account any required deposit.

See your contract documents for additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

(e) means an estimate

surance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the ditional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life			I want credit life insurance. _____ Name of Insured
Credit Disability			I want credit disability insurance. _____ Name of Insured
Joint Credit Life			I want joint credit life insurance. _____ Name of Insured
			_____ Name of Insured

ITEMIZATION OF THE AMOUNT FINANCED OF $ 164136.60

$		Amount given to you directly		
$		Amount paid on your account with Florida Federa		
$		Net amount of credit extended to you		
Amount paid to others on your behalf:			$ 256.50	Documentary stamps
$ 627.50	Public Officials		$ 342.00	Intangible tax
$ 25.00	Credit Bureau		$ 29.00	Recording fees
$ 160.00	Appraisal		$	Other:
$	Title Insurance Company			
$				Surveyor
$				Attorneys
$ 163324.10	WILLIAMS, PARKER, HARRISON, DIETZ			
$ 6863.40	Prepaid Finance Charge (not part of Amount Financed)			
	$ 5985.00 Points			
	$ 878.40 Interest	01/17/83 to	01/31/83	
	$ Mortgage insurance premium			
	$ Other:			

BUYER ACKNOWLEDGES A COPY OF THIS DISCLOSURE

Fernand D. St. Aubin
BUYER - FERNAND D. ST. AUBIN — Date

Signature — 01/17/83 Date

Payment Option
No Penalty
Property Street Address

Legal Description (Attach description if necessary)
Unit 205, Bldg. 11 Sandriper Key
Purpose of Loan
Complete this line if Construction or Construction-Permanent Loan
Complete this line if a Refinance Loan
Title Will Be Held in What Name(s)
Fernand J. St. Germain
Manner in Which Title Will Be Held
Individual
Source of Down Payment and Settlement Charges
Savings

This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate box(es) checked if another person will be jointly obligated with the Borrower on the loan, or the Borrower is relying on income from alimony, child support or separate maintenance or on the income or assets of another person as a basis for repayment of the loan, or the Borrower is married and resides in the property is located in a community property state.

BORROWER

Name: FERNAND J. ST. GERMAIN
Age: 54
Present Address: No. Years: 16 Own / Rent
Street: 121 Woodland Road
City/State/Zip: Woonsocket, RI 02895
Former address if less than 2 years at present address:
Street:
City/State/Zip:
Years at former address: Own / Rent
Marital Status: Married / Separated / Unmarried (incl. single, divorced, widowed)
Dependents (not listed by Co-Borrower): No. 2 Ages 64 and 16
Name and Address of Employer: U.S. House of Representative, U.S. Capitol, Washington, D.C. 20515
Years employed in this line of work or profession: 22 years
Years on this job: 22
Self Employed?
Position/Title: Member of Congress
Type of Business: Government
Social Security Number: 038-18-0067
Home Phone: (401-762-3411)
Business Phone: 202-225-4911

CO-BORROWER

Name
Age
School
Present Address
No. Years
Own / Rent
Street
City/State/Zip
Former address if less than 2 years at present address:
Street:
City/State/Zip:
Years at former address:
Own / Rent
Marital Status: Married / Separated / Unmarried (incl. single, divorced, widowed)
Dependents (not listed by Co-Borrower): No. Ages
Name and Address of Employer:
Years employed in this line of work or profession:
Years on this job:
Self Employed?
Position/Title:
Type of Business:
Social Security Number:
Home Phone
Business Phone

GROSS MONTHLY INCOME

Item	Borrower	Co-Borrower	Total
Base Empl. Income	$ 5,816.	$	$5,816.00
Overtime			
Bonuses			
Commission			
Dividends/Interest			
Net Rental Income	3,507.		3,507.00
Other† (Before completing, see notes under Describe Other Income below)			
Total	$	$	$

MONTHLY HOUSING EXPENSE

	Present	Proposed
First Mortgage (P&I)	$ 190.00	$ 190.00
Other Financing (P&I)	848.00	848.00
Hazard Insurance	137.00	137.00
Real Estate Taxes	685.00	685.00
Mortgage Insurance		
Homeowner Assn. Dues	527.00	527.00
Other		
Total Monthly Pmt.	$ 2,387.	$ 2,387.
Utilities	250.00	250.
Total	$ 2,637.	$ 2,637.

DETAILS OF PURCHASE

Do Not Complete If Refinance

Purchase Price	$ 190,000.
Total Closing Costs (Est.)	6,958.
Prepaid Escrows (Est.)	
Total (a + b + c)	$ 196,958.
Amount This Mortgage	$ 171,000.
Other Financing	$
Other Equity	$
Amount of Cash Deposit	$ 2,000.
Closing Costs Paid by Seller	$
Cash Reqd. For Closing (Est.)	$ 23,958

DESCRIBE OTHER INCOME

B - Borrower C - Co-Borrower

NOTICE: Alimony, child support or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying this loan.

B / C	Monthly Amount
	$

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS, COMPLETE THE FOLLOWING:

B / C	Previous Employer/School	City/State	Type of Business	Position/Title	Dates (From/To)	Monthly Income
						$

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER

If a "yes" answer is given to a question in this section, explain on attachment.	Borrower Yes or No	Co-Borrower Yes or No	If applicable, explain. Check if Comaker, Co-Signer or Guarantor. Attach sheet if more space is needed.
Have you any outstanding judgments? In the last 7 years, have you been declared bankrupt?	No		
Have you had property foreclosed upon or given title or deed in lieu thereof?	No		
Are you a co-maker or endorser on a note?	No		
Are you a party to a lawsuit?	No		
Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," explain.)	No		
Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," explain.	No		

Description	Cash or Market Value	Creditor's Name, Address and Account Number	Acct. Name if not Borrower's	Mos. Pmts. and Mos. Left	Unpaid Balance
Per Decision Toward Purchase Held By: IS		Installment Debts (Include revolving charge accts.)	IS	Pmts./Mos. IS	
Transfer from V-404 and V2-306;and savings					
Checking and Savings Accounts (Show names of institutions, Acct. Nos.)		None			
See Schedule of Assets					
Bonds and Bonds (Not Description)					
Life Insurance Net Cash Value					
Face Amount IS		Other Debts (Including Stock Pledges)			
SUBTOTAL LIQUID ASSETS	IS	None			
Real Estate Owned (Enter Market Value from Schedule of Real Estate Owned)	P,205,400.	Real Estate Loans			
		Woonsocket, RI. (residence	X		14,672.00
Vested Interest in Retirement Fund		Washington, DC (Condo Apt.)	X		2,526.00
		St. Petersburg, Fla. (condo apt.	X		82,536.00
Net Worth of Business Owned (ATTACH FINANCIAL STATEMENT)		Rental Property	X		826,975.00
Automobiles (Make and Year)		Automobile Loans			
Cadillac (1978	10,000.				
Omni (1982	7,200.				
Furniture and Personal Property	75,000.	Alimony, Child Support and Separate Maintenance Payments Owed To			
Other Assets (Itemize)					
		TOTAL MONTHLY PAYMENTS	IS		
TOTAL ASSETS	$2,365,272.	NET WORTH (A minus B): $ 1,438,563.00		TOTAL LIABILITIES	B $926,709.

SCHEDULE OF REAL ESTATE OWNED (If Additional Properties Owned, Attach Separate Schedule)

Address of Property (Indicate S if Sold, PS if Pending Sale or R if Rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Taxes, Ins. Maintenance and Misc.	Net Rental Income
		$	$	$	$	$	$
See Schedule of Real Estatec Owned							
TOTALS →		$	$	$	$	$	$

LIST PREVIOUS CREDIT REFERENCES

B - Borrower C - Co-Borrower	Creditor's Name and Address	Account Number	Purpose	Highest Balance	Date Paid
B American Express	777 American Expressway Ft. Lauderdale, Fla.	3720-703454l002	Travel/Misc.	None	pd mthly
B VISA	First Virginia Bank 6400 Arlington Blvd., Falls Church, Va.	4335-010-161-301	Misc.	None	pd mthly.

If any additional names under which credit has previously been received

AGREEMENT: The undersigned applies for the loan indicated in this application to be secured by a first mortgage or deed of trust on the property described herein and represents that the property will not be used for any illegal or restricted purpose and that all statements made in this application are true and are made for the purpose of obtaining the loan. Verification may be obtained from any source named in this application. The original or a copy of this application will be retained by the lender, even if the loan is not granted. The undersigned ☐ intends or ☒ does not intend to occupy the property as their primary residence.

I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1014.

X Edward J. McCormack Date 1-6-83 Co-Borrower's Signature Date

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it under Federal regulations this lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please initial below.

BORROWER		CO-BORROWER	
I do not wish to furnish this information, initials:		I do not wish to furnish this information, initials:	
RACE/ NATIONAL ORIGIN	☐ American Indian, Alaskan Native ☐ Asian or Pacific Islander ☐ Black ☐ Hispanic ☒ White ☐ Other (specify)	RACE/ NATIONAL ORIGIN	☐ American Indian, Alaskan Native ☐ Asian or Pacific Islander ☐ Black ☐ Hispanic ☐ White ☐ Other (specify)
SEX	☐ Female ☒ Male	SEX	☐ Female ☐ Male

FOR LENDER'S USE ONLY

To be completed by the interviewer when the application is taken by ☐ face to face interview ☐ by mail ☐ by telephone

Pamela J. Levitt

Florida Federal Savings & Loan Assn.

Location Code No.

NON REFUNDABLE APPLICATION FEE $ -0- none

APPROVED FOR $ 121,000.00 @ 12.5% 30 YRS.

SUBJECT TO Conditions listed on Commitment

Action Taken

00048

1/31/83

You have received an application for a Five-year Adjustable Mortgage Loan ("5-year AML"). This loan may differ from other mortgages with which you are familiar.

General Description of Adjustable Mortgage Loan:

The Five-year Adjustable Mortgage Loan is a flexible loan instrument. Its interest rate may be adjusted by the lender every five (5) years. Adjustments to the interest rate must reflect the movement of a single, specified index. Also, the regular payment amount may be increased or decreased by the lender every five (5) years to reflect changes in the interest rate. This assures that the loan will be paid off over the original loan term, which cannot exceed thirty (30) years. The principal balance will continuously decline over the term of the loan.

Index

Adjustments to the interest rate of a "5-year AML" must correspond directly to the movement of an index, subject to such rate adjustment limitations as are contained in the loan contract. If the index has moved down, the lender must reduce the interest rate by at least the decrease in the index subject to any limitations on your specific plan. If the index has moved up, the lender will increase the interest rate by that amount subject to any limitations on your specific plan.

The index rate on the Five-year Adjustable Mortgage Loan is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of five (5) years. The borrower may obtain information regarding the 5-year United States Treasury securities index values by inquiring at a local Federal Savings and Loan Association, a local National Bank or Federal Reserve Bank.

A Secondary Index will be used only if the Primary Index becomes unavailable. This Secondary Index must be based on comparable information and would be disclosed to you prior to implementation.

HOW YOUR FIVE-YEAR ADJUSTABLE MORTGAGE LOAN WOULD WORK

Initial Interest Rate

The "Initial Rate of Interest" will be determined by reference to current market conditions and disclosed to you by Florida Federal Savings and Loan Association in the loan approval letter. The "Initial Rate of Interest" will change every five (5) years, during the term of the loan, commencing on a date exactly five (5) years from the first (1st) day of the month following the date of the note. Interest rate adjustments will reflect the net difference between the "Original Index" and the "Current Index". The net difference will be either added or subtracted, as the case may be, to or from the "Initial Rate of Interest".

The "Index" for a "5-year AML" loan is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of five (5) years. The "Original Index" will be one of the results of such "Index" in effect or made available between the loan approval letter date and the loan closing date. The "Current Index" will be one of the results of such "Index" in effect or made available ninety (90) to forty-five (45) days immediately preceding each Interest Change Date. Florida Federal Savings and Loan Association rounds the adjusted interest rate to the nearest one-eighth of one percentage point. The specific method for calculating the Adjusted Interest Rate on your "5-year AML" plan is disclosed in the Key Terms section of this disclosure.

Payment Adjustments and Notice

The monthly payment amount on your 5-year AML will change periodically to reflect changes in the interest rate. Florida Federal Savings and Loan Association will send you notice of an adjustment to the payment amount forty-five (45) days before it becomes effective.

The notice will provide you with the following information, as applicable:

1. Effective date and amount of new payment.
2. Loan balance as of that date (assuming that all payments will be made as due).
3. Applicable Interest Rate and the Index Rate used in computation.

5. Date of the next payment adjustment.
6. Dates, rates and index values when the interest rate was adjusted since the last payment adjustment.
7. Dates of adjustment and net change of outstanding loan balance since the last payment adjustment.
8. Rate adjustment dates between the upcoming and next following payment adjustment dates.
9. The fact that the borrower may pay off the entire loan balance or a part of it at any time without penalty.
10. The name and phone number of the Florida Federal employee to contact if you have questions about your loan.

Key Terms of Five-Year Adjustable Mortgage Loan

Prepayment Penalty

You may prepay a "5-year ARL" in whole or in part without penalty at any time during the term of the loan.

Fees

You will be charged fees by Florida Federal Savings and Loan Association and by other persons in connection with the origination of your "5-year ARL". The Association will give you an estimate of these fees after receiving your loan application. However, you will not be charged any costs or fees in connection with any regularly-scheduled adjustment to the interest rate, the payment, the outstanding principal loan balance, or the loan term initiated by the lender.

The following is a summary of the basic terms of the "5 year ARL" to be offered to you. This summary is intended for reference purposes only. Important information relating specifically to your loan will be contained in the loan agreement.

Loan Term	30 years
Frequency of rate changes	Five years
Frequency of payment changes	Five years
Primary Index	Five-Year Treasury Security
Method for calculating the Adjusted Interest Rate	The net difference between the Original Index and Current Index will be added to or subtracted from the initial interest rate.

Rate changes will be rounded to the nearest 1/8th of 1 percent.

Example of Operation of a Typical "5-year ARL"

Interest Adjustment	Five years
Payment Adjustment	Five years
Loan Term	360 months
Loan Amount	$50,000
Contract Interest Rate	14.00%
Hypothetical Original Index	11.87
Closing Date	January 20, 1983
Due date of first payment	March 1, 1983
Payment amount for first five years	$592.44
Change Date (each 5 yrs beginning 1987)	November 1

The highest index rate during the previous calendar year was 16.13 and the lowest index rate during the same period was 13.24.

Hypothetical changes in the Index Rate for 25 years and the effect the changes would have on your loan:

Change Date	Applicable Index	Index Year	Change Aggregate	Interest Rate	Loan Balance	Adjusted Payment
10/20/82	11.87	Initial	- 0 -	14.000%	50,000.00	592.44
11/01/87	12.60	+.73	+.73	*14.750%	49,215.05	620.83
11/01/92	11.96	-.64	+.09	*14.125%	47,816.73	598.96
11/01/97	11.19	-.86	-.77	*13.250%	44,693.02	572.85
11/01/02	9.85	-1.24	-2.01	*12.000%	37,989.69	545.04
11/01/07	10.10	+.24	-1.77	*12.250%	24,502.49	548.14

The Initial [illegible] Interest Rate.

00943

"5-Year AML" WILL BE ACCEPTED

The "5-year AML" is designed to adjust the interest rate and payment, while allowing the principal balance of the loan to continuously decrease over the loan term. In other words, the adjustments to the interest rate and payment will not cause the loan balance to increase nor will they affect the term of the loan. Florida Federal Savings and Loan Association will amortize the "5-Year AML" based on the applicable interest rate, the corresponding remaining balance, and remaining term on each interest and payment change date. Because of the size of the principal balance and length of the term, a greater portion of each payment is credited to interest during the first several years of the loan. However, in the latter years of the loan, a greater portion of each payment is credited to principal because the interest rate is applied to a decreasing principal balance. The example below will demonstrate the amortization of a "5-Year AML" loan:

Example of Amortization Schedule:

Month	Rate	Unpaid Balance	Payment	Portion to Principal	Portion to Interest
1	14.00 %	$50,000.00	$592.44	$ 9.11	$583.33
61	14.75 %	49,215.05	620.83	15.90	604.93
121	14.125%	47,816.73	598.96	36.12	562.84
181	13.25 %	44,693.02	572.85	79.36	493.49
241	12.00 %	37,989.68	545.04	165.14	379.90
301	12.25 %	24,502.49	548.14	298.01	250.13

The above amortization schedule shows the first monthly payment due at the beginning of each five year period. The unpaid balance shown is the principal amount remaining immediately preceding each new payment change. For illustration purposes, the first payment at the beginning of each of the above periods is divided into amounts representing principal and interest.

Escrow Requirements

An escrow account will be required on your "5-year AML." The escrow account is established for the purpose of collecting money monthly, in conjunction with your regular payment, for a reserve from which annual payment is made for real estate taxes, hazard insurance premiums and other applicable charges. The following example will demonstrate how monthly escrow amounts are established and how much money must be prepaid at closing.

First year premiums for hazard, flood and mortgage risk insurance must be prepaid by you by closing. Real estate taxes will be estimated for the next bill due in November, unless a tax bill has been received. A lump sum amount will be collected at closing calculated by multiplying the number of the months from the previous November up to and including the month preceding the first mortgage payment due date times 1/12 of the current or estimated tax bill.

Example of Escrow:

Assume the following:	
Mortgage Amount (90% Loan-to-value)	$50,000.00
Closing Date	January 20, 1983
First Payment Due Date	March 1, 1983
First year hazard insurance premium	$200.00
First year flood insurance premium	150.00
First year mortgage risk insurance premium	350.00
Real estate tax for current year	600.00
Mortgage risk insurance renewal premium	187.50

Paid at closing:

Hazard insurance (1st year plus 2/12)	233.34
Flood insurance (1st year plus 2/12)	175.00
Mortgage risk insurance (1st year plus 2/12)	381.26
Real estate taxes (4/12 of tax bill)	200.00
Total prepaid	$989.60

099558

1/12 of hazard insurance premium	$16.67
1/12 of flood insurance premium	12.50
1/12 of mortgage risk insurance renewal premium	15.63
1/12 of estimated real estate taxes	50.00
First year monthly escrow payment	* $94.80

*The above escrow payment is provided as an example. Your escrow payment may differ substantially from the above amount. Escrow payments may be adjusted during the year to reflect changes in the cost of any of the above items.

The Mortgage Loan Contract

Both the Association and the borrower will be contractually bound by the terms of the loan contract upon signing it. Neither party is legally obligated to alter, change or modify the original contract terms. However, modification of the loan contract is not precluded if both the Association and the borrower mutually agree to a modification and it is otherwise permissible under all applicable rules, regulations and laws. The borrower should thoroughly familiarize himself or herself with the terms of the loan contract.

Important Loan Contract Provisions

Contingencies under which the loan may become due before maturity or result in a forced sale:

(1) Transfer of the property: If all or any part of the property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, the Lender may, at Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.

Exceptions to (1) above:

(a) Creation of a lien subordinate to Lender's mortgage.
(b) Creation of a purchase money security interest for household appliances.
(c) A transfer by devise, descent or by operation of law upon the death of a joint tenant.
(d) Grant of a leasehold interest of three years or less not containing an option to purchase.

(2) Borrower's breach of any covenant or agreement in the mortgage, including, but not limited to:

(a) Promise to pay sums due at time and place agreed.
(b) Promise to keep the security insured against fire and other hazards specified in the mortgage.
(c) Promise to pay all taxes, assessments and other charges attributable to the property which may attain priority over the Lender's mortgage.
(d) Promise to keep the property in good repair and not commit waste or permit impairment or deterioration.

YOU HAVE THE RIGHT TO SEEK THE LEGAL ADVICE OF AN ATTORNEY BEFORE SIGNING ANY OF THE CONTRACT DOCUMENTS.

Receipt of a copy of this notice is hereby acknowledged.

[signature]	1-17-83
Signature	Date
Signature	Date
Signature	Date
Signature	Date

CERTIFICATE OF NO LIEN AND POSSESSION

BEFORE ME, the undersigned authority, personally appeared RONALD K. DREWS, who, being first duly sworn, deposes and says:

1. That he is President of Ramar Group Holdings, Inc., a Florida corporation and general partner of SANDPIPER KEY ASSOCIATES, a Florida general partnership, the developer of SANDPIPER KEY, a Condominium.

2. That as such President, he has authority to make this certificate and affidavit.

3. That SANDPIPER KEY ASSOCIATES is the owner of the fee simple title to Unit 205, Building 2, SANDPIPER KEY.

4. That the construction of said unit is substantially complete.

5. That there are no material or labor liens against said unit and no unpaid lienors.

6. That this certificate and affidavit is executed for the purpose of inducing (a) the purchaser of said unit to close the purchase thereof, (b) the purchaser's mortgage lender, if any, to close a loan secured by a mortgage on said unit and to disburse funds in connection therewith, and (c) the title insurer to insure the title to said unit without exception for mechanics' liens or persons in possession.

7. That SANDPIPER KEY ASSOCIATES agrees to fully indemnify and hold harmless all persons relying upon this certificate.

8. That SANDPIPER KEY ASSOCIATES is in sole possession and occupancy of said unit.

9. That there are no matters pending against SANDPIPER KEY ASSOCIATES which could give rise to a lien that would attach to said unit between the disbursing of funds and the recording of the deed to said unit, and that SANDPIPER KEY ASSOCIATES has not and will not execute any instrument which would adversely affect the title to said unit.

Ronald K. Drews, President of
Ramar Group Holdings, Inc.,
a General Partner of SANDPIPER
KEY ASSOCIATES.

SWORN TO AND SUBSCRIBED before me this 17th day of January, 1983.

Notary Public
My Commission Expires:
3/25/85

00045.

Florida Federal

TO Residential Loan Processing

FROM Marian Nizolek

DATE January 7, 1982

SUBJECT Fernand J. St. Germain
DT 3828
Unit 205, Bldg. II Sandpiper Key

The above applicant was referred to this department by Mr. Joseph T. Lettelleir.

It is our understanding that closing is to take place around the 17th of January. With this in mind, it would seem unlikely that we could obtain approval of a Risk Insurance Co. with the amount of financial information that we have available to us. Therefore, consideration is requested without RISK Ins. or Escrow. The request is for a 90% LTV.

Mr. St. Germain is a married man but will be taking title in his name alone. We will need a non-joinder of spouse affidavit and the disclaimer wording in the mortgage.

The applicant has a loan with Florida Federal on a Bayfront Tower unit that shows satisfactory payment record.

Loan Amount :	$171,000.
Interest Rate :	12.25%
Term:	360 mos.
Plan:	5 year ARM
Points:	3.5
CV:	$190,000.00
LTV:	90%

Please advise if you have any problem approving this loan meeting the projected closing date.

Marian Nizolek

Recommendation: Approval as requested subject to [illegible]

Vice President

mr
cc: M Davenport

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I, FERNAND J. ST. GERMAIN , Hereby certify:

THAT at the time of execution and delivery of mortgage dated January 17, 1983 that neither my spouse, , nor I lives in or resides on the property described as follows:

Unit 205, Building 2, SANDPIPER KEY, a condominium according to the Declaration of Condominium recorded in Official Records Book 685, page 49, as amended, and as per plat thereof recorded in Condominium Plat Book 3, Page 42A, as amended in Condominium Book 3, Page 56A, Public Records of Charlotte County, Florida.

nor have we ever lived in or resided on the property, and furthermore the property is not the constitutional homestead of either of us.

THAT this affidavit is given to induce Florida Federal Savings and Loan Association to make the loan and accept the mortgage signed by , without the joinder of spouse.

THAT this affidavit is further given as an inducement to cause Williams, Parker, Harrison, Dietz & Getzen to issue a mortgagee policy pursuant to its binder # C-45118: insuring the mortgage as a first lien on the property.

Fernand J. St. Germain (SEAL)
FERNAND J. ST. GERMAIN

(SEAL)

Sworn to and subscribed before me this 17th day of January, 19 83.

Marina Fiorelli
NOTARY PUBLIC
STATE OF Florida AT LARGE

My Commission expires:

000488

APPENDIX D

SCHOOL STREET ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

This limited partnership agreement entered into on this 9th day of June, 1975, by and among Roland O. Ferland of 2 Naushon Court, Pawtucket, Rhode Island, (hereinafter referred to as the "General Partner") and Armand J. Ferland of 80 Anawan Road, Pawtucket, Rhode Island; Albert J. Ferland of 19 Alexander McGregor Road, Pawtucket, Rhode Island; J. Raymond Ferland of 120 Floral Park Boulevard, Pawtucket, Rhode Island; Eugene H. Ferland of 136 Hyde Avenue, Pawtucket, Rhode Island; Armand A. Ferland of 44 Carriage Lincoln, Rhode Island; and Fernand J. St. Germain of 121 Woodland Road, Woonsocket, Rhode Island, (hereinafter referred to as the "Limited Partners").

The above named parties desire to form a limited partnership in accordance with the laws of the State of Rhode Island and to acquire for such partnership, for the purposes of ownership and development for investment, certain real property situated in Pawtucket, Rhode Island, and located on the easterly side of School Street and the northerly and southerly sides of Woodland Street, being both the northeast corner and the southeast corner of the intersection of said streets.

Now, therefore, it is mutually agreed by and among the parties as follows:

1. Formation. The parties hereto do hereby form a Limited Partnership pursuant to the laws of the State of Rhode Island.

2. Name. The Partnership shall be conducted under the name of SCHOOL STREET ASSOCIATES.

3. Purposes. The purpose of the partnership is to acquire for development and investment the property situated in Pawtucket, Rhode Island, and located on the easterly side of School Street and the northerly and southerly sides of Woodland Street, being both the northeast corner and the southeast corner of the intersection of said streets, (hereinafter referred to as the "property"), and

to own, develop, manage, mortgage, lease, exchange, sell, or otherwise transfer or dispose of such property. The partnership is empowered to do all things necessary to acquire title to such property and to carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the partnership as may be necessary to accomplish its purposes.

4. Term. The term of the partnership shall be from June 9th, 1975 to December 31, 2006, provided, however, that the partnership shall be dissolved prior to such date upon (a) any disposition by the partnership of its entire interest in all the property hereinabove referred to including any mortgage or leasehold interest which may be acquired by the partnership in exchange therefore; or (b) the action of the Partners to terminate the partnership in accordance with the provisions of paragraph 19 hereof, or (c) the withdrawal of the General Partner as provided in paragraph 17 hereof.

5. Principal office. The principal office of the partnership shall be maintained at 180 Armistice Boulevard, Pawtucket, Rhode Island, or at such other place as the General Partner from time to time may determine.

6. General Partner. Roland O. Ferland shall be the General Partner.

7. Limited Partners. Armand J. Ferland, Albert J. Ferland, J Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, and Fernand J. St. Germain shall be the Limited Partners.

8. Capital contributions. Each partner shall contribute to the capital of the partnership the cash amount set opposite his name:

Partner	Contribution
Roland O. Ferland	$2,000.00
Armand J. Ferland	$1,500.00
Albert J. Ferland	$1,000.00
J. Raymond Ferland	$1,000.00
Eugene H. Ferland	$1,500.00
Armand A. Ferland	$1,000.00
Fernand J. St. Germain	$2,000.00

00031

No partner shall be required to make any additional capital contribution, but any partner may at any time, with the written consent of the General Partner, make further and additional contributions and thereupon the division of the profits and losses provided in paragraph 9 hereof shall be reapportioned accordingly.

9. Profits, losses, and cash proceeds.

The net profits of the partnership, and net proceeds resulting from the sale, mortgage refinancing, and condemnation of any property held by the partnership shall be divided among, and any losses shall be borne by, each of the partners in the following proportions, subject, however, insofar as the Limited Partners are concerned, to the limitation set forth in paragraph 10 hereof:

PARTNER	PERCENTAGE
Roland O. Ferland	20%
Armand J. Ferland	15%
Albert J. Ferland	10%
J. Raymond Ferland	10%
Eugene H. Ferland	15%
Armand A. Ferland	10%
Fernand J. St. Germain	20%

The term 'net profits' of the partnership as used herein shall mean net profits derived from the property owned by the partnership as ascertained through the use of standard accounting practices, except that (a) depreciation of building, improvements, furniture, fixtures, furnishings, and equipment shall not be taken into account, (b) mortgage amortization paid by the partnership shall be considered a deduction, (c) any amounts expended by the partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (d) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the partnership.

10. Losses of Limited Partners. Notwithstanding anything to the contrary herein contained, the liability of any Limited Partner for payment of any losses of the partnership shall in no event exceed his contribution to the capital of the partnership. For purposes of partnership accounting, however, all partnership losses shall be charged against the capital accounts of the General and Limited Partners in the ratios set forth in paragraph 9, and should a negative balance appear in the capital account of any Limited Partner, such negative balance shall be offset by any future net profits of the partnership.

11. Salaries, drawings, and interest on capital contributions. None of the partners, General or Limited, shall receive any salary or drawings for services rendered on behalf of the partnership in his capacity as partner, nor shall any partner receive any interest on his contribution(s) to the capital of the partnership.

12. Management, duties, and restrictions. (a) The General Partner shall devote such time to the partnership as shall be reasonably required for its welfare and success.

(b) No Limited Partner shall participate in the management of the partnership business. A Limited Partner shall have the right to withdraw his capital contribution only upon the termination of the partnership as provided herein provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contributions, have been paid or unless the partner-

ship has assets sufficient to pay them. Except as otherwise provided in paragraph 20 hereof, no Limited Partner shall have the right to demand or receive property other than cash in return for his contribution. No Limited Partner shall have priority over any other Limited Partner either as to contribution to capital or as to compensation by way of income.

(c) The Limited Partners hereby consent to the employment, when and if required, of such brokers, managing and other agents, accountants, and attorneys as the General Partner may from time to time determine. The fact that a partner, General or Limited, or a member of his family is employed by or directly or indirectly interested in or connected with, any person, firm, or corporation employed by the partnership to render or perform a service, or from which the partnership may purchase any property, shall not prohibit the General Partner from employing such person, firm, or corporation, or from otherwise dealing with him or it, and neither the partnership nor any of the partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the partnership relationship herein created.

(d) Any of the partners, General or Limited, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, or development of real property and neither the partnership nor any of the partners thereof shall have any rights by virtue of this agreement in and to such independent ventures or the income or profits derived therefrom.

13. Banking. Withdrawals from any partnership bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

14. Conveyances. Any deed, bill of sale, mortgage, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name shall be signed by the General Partner. Notwithstanding anything contained herein, occupancy leases for individual apartments may be signed by the General Partner or by a Managing Agent appointed for the pur-

pose by the General Partner. No person shall be required to inquire into the authority of any individual to sign any document pursuant to the provisions of this paragraph.

15. Books. The partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the General Partner, and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the partnership profits and losses for the fiscal year and indicating the share of profit or loss of each partner for income tax purposes shall be prepared by the accountants for the partnership and distributed to all the partners within a reasonable time after the close of each fiscal year.

000329

11. Transferability of General and Limited Partnership Interests

a) No partner may sell all or any part of his interest in the partnership, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without first offering the same to the other partners, acting on behalf of themselves, at a price and upon terms no less favorable than those which such partner would receive from such transfer. Such price and terms and the name of the proposed transferee shall be set forth in a written offer signed by such partner and delivered to each other partner. Within thirty (30) days after the receipt of such written offer, any one or more of the other partners may in writing reject or accept such offer, and if more than one of the other partners so accepts, the interest of the partner to be sold shall be apportioned in equal shares between or among such other partners or as such other partners may otherwise agree between or among themselves. The partner or partners so accepting such offer shall promptly thereafter enter into an agreement with such partner for the purchase and sale of such interest at the price and on the terms of said offer and shall consummate such purchase and sale in accordance with such agreement within thirty (30) days thereafter. If such offer is not accepted by one or more other partners within the required thirty (30) day period, or if the partner or partners accepting such offer shall fail to tender the purchase price within the second thirty (30) day period, such partner may at any time within ninety (90) days from the expiration of the appropriate thirty (30) day period transfer such interest to such proposed transferee at a price and on terms not less favorable than those set forth in such offer, and if such interest is not so transferred within such period, it shall again become subject to the provisions of this paragraph.

0003.

66-076 O—87——19

b) Each or any limited partner shall have the right to substitute an assignee as a Substituted Limited Partner in his place, with the prior written consent of the General Partner, which shall not be unreasonably withheld, and after such assignee shall have executed such instruments as shall be required by the General Partner to signify said assignee's agreement to be bound by all of the provisions of the Limited Partnership Agreement, and subject to the provisions of the prior paragraph hereto.

c) The General Partner is hereby constituted the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary and appropriate to carry out the provisions of this paragraph 16, including amendments to the schedules in paragraphs 8 and 9, amendments to the Limited Partnership Certificate required by statute, business Certificates and the like.

d) An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of his interest shall be subject to all the provisions of this paragraph 16 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his interest.

e) Any assignment or transfer of the interest of the General Partner shall be treated in accordance with paragraph 17 as a withdrawal of the assigning or transferring General Partner.

17. Withdrawal of General Partner. In the event of the death, retirement, resignation, bankruptcy, expulsion, assignment or transfer of interest, or adjudication of insanity or incompetency (hereinafter collectively referred to as "withdrawal") of the General Partner, the partnership shall be dissolved and terminated, provided, however, that the partnership

0003...

may be continued if all of the other surviving or remaining competent partners shall determine to continue the partnership, the withdrawing General Partner or his assignee or personal representative shall become a Limited Partner in the partnership with the same relative percentage interest, as set forth in paragraph 9 hereof, in partnership profits, losses, and distributions of all kinds, including (but not limited to) liquidating distributions and distributions of proceeds from the sale or condemnation of partnership property and proceeds resulting from any mortgage or refinancing, as previously possessed by such General Partner in this partnership, subject, however, to the limitation of liability, for liabilities incurred subsequent to said withdrawal, to an amount equal to the share of such partner in the total net assets of the partnership at the date that such partner became a Limited Partner hereunder. The percentage share of such partner in the total assets of the partnership shall be the same as his percentage share of partnership profits and losses as set forth in paragraph 9 hereof. The other surviving or remaining competent partners shall determine whether to continue the partnership no later than thirty (30) days following the withdrawal of the General Partner, and in any event shall within such thirty (30) days provide for a new General Partner from amongst their numbers or otherwise if the withdrawal of such General Partner would otherwise leave no remaining General Partner.

18. Death of a Limited Partner. The death of a Limited Partner shall not dissolve the partnership nor terminate the partnership. In the event of such death, the personal representative of the deceased Limited Partner shall have all the rights of a Limited Partner in the partnership to the extent of the deceased's interest therein, subject to the terms and conditions of this agreement.

19. Termination prior to end of term. The partnership may be

0003.

terminated by the General Partner and a majority in number of the Limited Partners prior to the end of its term after at least thirty (30) days prior written notice to each of the Limited Partners.

20 Distributions on termination. In the event of the dissolution and termination of the partnership whether at the end of the term hereof or prior thereto, the then General Partner shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

a) To the payment of the debts and liabilities of the partnership (other than any loans or advances that may have been made by the partners to the partnership) and the expenses of liquidation;

b) To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the General Partner arising out of or in connection with the partnership. Such reserves shall be paid over by the General Partner to an attorney-at-law of the State of Rhode Island, as Escrowee, to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided.

c) After setting up the beforementioned reserves, the General Partner shall distribute the balance thereafter remaining as follows:

(i) To the repayment of any loans or advances that may have been made by any of the partners to the partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

d) Any balance remaining shall be distributed among all partners General and Limited, as follows:

0003

(i) In the event that the partnership assets shall have been sold, the net proceeds shall be distributed to each partner in satisfaction of his interest in the partnership in the manner provided in paragraph 9 hereof.

(ii) In lieu of sale, the partnership assets may be distributed in kind, each partner accepting an undivided interest in the partnership's assets subject to its liabilities in satisfaction of his interest in the partnership. In the event of a liquidating distribution of the partnership's property in kind, the fair market value of such property shall be determined by averaging the appraisals of two appraisers selected by the Real Estate Board of the City of Pawtucket, Rhode Island, or any other comparable body, and each partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under paragraph 9 hereof if such property were sold.

21. Procedure on termination. A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation. Each of the partners shall be furnished with a statement prepared by the partnership's then Certified Public Accountants, which shall set forth the assets and liabilities of the partnership as of the date of complete liquidation. Upon the General Partner's complying with the distribution plan set forth in paragraph 20 hereof (including payment over to the Attorney-Escrowee if there are sufficient funds therefor), the Limited Partners shall cease to be such, and the General Partner, as the sole remaining partner of the partnership, shall execute, acknowledge, and cause to be filed a Certificate of Cancellation of the Partnership.

22. Limit on General Partner's liability. Anything in this agreement to the contrary notwithstanding, the General Partner shall not be personally liable for the return of the capital contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from partnership assets.

23. Indemnification. Neither the Partnership nor any partner shall have any claim against the General Partner and the Partnership shall indemnify the General Partner against any liability incurred by him, provided that the acts or omissions giving rise to such claims or liabilities were performed by him for and on behalf of the Partnership and in furtherance of its interests and were performed in good faith in the belief that he was acting within the scope of his authority under this Agreement. The foregoing shall not relieve the General Partner of liability for gross negligence or wilful malfeasance.

24. Notices. All notices provided for in this agreement shall be directed to the parties at the addresses herein set forth and to the partnership at its principal office by Registered or Certified Mail.

25. This agreement may be modified or amended at any time by all the partners.

26. Binding effect. This agreement shall be binding upon all the parties and their estates, heirs, legatees, transferees and assigns.

27. Agreement in counterparts. This agreement may be executed in several counterparts, and all so-executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

28. Applicable law. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GENERAL PARTNER:

Roland O. Ferland

Roland O. Ferland

LIMITED PARTNERS:

Armand J. Ferland

Armand J. Ferland

000326

Albert J. Ferland

J. Raymond Ferland

Eugene H. Ferland

Armand A. Ferland

Fernand J. St. Germain

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Pawtucket in said County, this 9th day of June A. D. 1975, then personally appeared before me, Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland and Fernand J. St. Germain each and all known to be and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

James A. O'Leary
Notary Public
My commission expires June 30, 1976

00032

State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

Know all Men by These Presents, That we, Roland O. Ferland, Armand J. Ferland; Albert J. Ferland; J. Raymond Ferland; Eugene H. Ferland, Armand A. Ferland; and Fernand J. St. Germain

desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do solemnly swear that:

FIRST. The name of the partnership shall be School Street Associates

SECOND. The character of the business conducted by the partnership shall be the real estate business together with all other business necessary or related thereto, including, but not limited to, the ownership, financing, leasing, operation, management, development, improvement, sale or transfer of real property.

THIRD. The principal place of business of the partnership shall be located at School and Woodland Streets, Pawtucket, Rhode Island with its principal (No. Street, City or Town, State.)
office at 180 Armistice Boulevard, Pawtucket, Rhode Island.

FOURTH. General Partners	Residence (No. Street, City or Town, State.)
Roland O. Ferland	2 Roushon Road, Pawtucket, Rhode Island

Limited Partners	Residence (No. Street, City or Town, State.)
Armand J. Ferland	80 Anawan Road, Pawtucket, Rhode Island
Albert J. Ferland	10 Alexander McGregor Road, Pawtucket, R.I.
J. Raymond Ferland	120 Floral Park Boulevard, Pawtucket, R. I.
Eugene H. Ferland	136 Hyde Avenue, Pawtucket, Rhode Island
Armand A. Ferland	44 Carriage Drive, Lincoln, Rhode Island
Fernand J. St. Germain	121 Woodland Road, Woonsocket, Rhode Island

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

FIFTH. The term of existence of the partnership shall be from June 9, 1975 to December 31, 2006, or to such earlier date as shall be determined by events set forth in the limited partnership agreement among the parties hereto

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
Armand J. Ferland	$1,500.00		
Albert J. Ferland	$1,000.00		
J. Raymond Ferland	$1,000.00		
Eugene H. Ferland	$1,500.00		
Armand A. Ferland	$1,000.00		
Fernand J. St.Germain	$2,000.00		

SEVENTH. The items listed immediately below shall be the additional contributions agreed to be made by each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value

Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon between such limited partner and the general partner.

and the times at which or the events on the happening of which said contributions shall be made shall be as agreed by the general partner and each limited partner making additional contributions.

EIGHTH. The contribution of each limited partner shall be returned only upon termination of the limited partnership.

NINTH. Each limited partner shall, by reason of his contribution, receive the following percentages of the "Net Profits" of the partnership: Armand J. Ferland 15%; Albert J. Ferland 10%; J. Raymond Ferland 10%; Eugene H. Ferland 15%; Armand A. Ferland 10%; and Fernand J. St. Germain 20%.

TENTH. Each or any limited partner shall have the right to substitute an assignee and substituted limited partner as contributor in his place, subject to the following terms and conditions: Only (i) which shall not unreasonably be withheld with the prior consent of the general partner/and (ii) after such assignee shall have executed such instruments as shall be required by the general partner to signify said assignee's agreement to be bound by all the provisions of the limited partnership agreement.

ELEVENTH. The partners shall not have the right to admit additional limited partners.

TWELFTH. ~~[illegible]~~

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining partners shall have the right to continue the business.

FOURTEENTH. Any limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

In Testimony Whereof, We have hereunto set our hands and stated our residences this 9th day of JUNE A. D. 1975

Name	Residence (No. Street, City or Town, State.)
Roland O Ferland	Roland O. Ferland, 2 Roushon Rd., Pawtucket, R.I.
Armand J Ferland	Armand J. Ferland, 80 Anawan Rd., Pawtucket, R.I.
Albert J Ferland	Albert J. Ferland, 10 Alexander McGregor Rd., Pawt., R.
J Raymond Ferland	J. Raymond Ferland, 120 Floral Park Blvd., Pawtucket, R
Eugene H Ferland	Eugene H. Ferland, 136 Hyde Avenue, Pawtucket., R.I.
Armand A. Ferland	Armand A. Ferland, 44 Carriage Dr., Lincoln, R. I.
Fernand J St Germain	Fernand J. St. Germain, 121 Woodland Rd., Woonsocket.,

State of Rhode Island, } In the City } of Pawtucket
County of

in said county, this 9th day of June, A. D. 1975, then personally appeared before me Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland and Fernand J. St. Germain,

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

000339 James A. O'Leary
Notary Public

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:	E. NAME OF SELLER:	F. NAME OF LENDER:
Eugene E.Jr.& Jeanne P.& Mark E. Noel & Stephen & Denise DiPaola d/b/a Famco Asso.	School St.,Asso. Roland C. Ferland Gen. Partner Pawtucket, R. I. 02861	Pawtucket Credit Union 727 Central Avenue Pawtucket, R.I. 02861

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
250 School Street Pawtucket, R. I. 02861 Plat 23 & 35 Lots 639 & 348	ROBERT P. ANDRADE PLACE OF SETTLEMENT: Pawt.Credit Union 727 Central Avenue Pawtucket, R.I. 02861	NOVEMBER 2[illegible] 1985

K. SUMMARY OF SELLER'S TRANSACTION		
400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		625,000.[illegible]
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		625,000.
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		10,000.
502. Settlement charges to seller (line 1400)		1,471.[illegible]
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan CITIZENS BANK		381,575.[illegible]
505. Payoff of second mortgage loan		
506. B V SEWER DIST		133.7[illegible]
507. R.E. TAXES		
508. WATER SUPPLY BOARD		304.[illegible]
509.		
Adjustments for items unpaid by seller		
510. City/town taxes 7/1/85	to 11/26/85	5,304.2[illegible]
511. County taxes	to	
512. Assessments	to	
513. SEWER USE 9/30/85-11/26/85		83.
514. WATER USE 6/85 - 11/85		387.[illegible]
515. RENT ADJ		1,690.[illegible]
516. SECURITY DEP (W/INT)		9,544.[illegible]
517. REPAIRS		-0-
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		410,494.[illegible]
600. CASH AT SETTLEMENT TO/FROM SELLER		
601. Gross amount due to seller (line 420)		625,000.
602. Less reductions in amount due seller (line 520)		(410,494.[illegible]
603. CASH (☒ TO) (☐ FROM) SELLER		214,505.

SCHOOL STREET ASSOCIATES
30 Monticello Road
Pawtucket, RI 02861

November 26, 1985

Congressman F. J. St. Germain
2136 Rayburn House Office Building
Washington, DC 20515

Dear Fred:

Today I closed School Street Associates. The net proceeds of the sale is $214,505.75.

I am holding in reserve.....	$ 34,505.74
Paying off loans.....	80,000.00
Distribution to Partners.....	100,000.00

Enclosed please find two checks, one to repay the loan you made to School Street Associates and the other being a partial distribution. After all the bills have been received and paid, including the cash that Perland Management has been holding in the School Street account, I will make a further distribution. I have also enclosed a copy of the closing statement.

This finally concludes one of our less profitable partnerships. I guess we can't have all winners.

If you have any questions, please contact me, or in my absence, Rosalie Radigan, who, in turn, will get back to me.

Sincerely,

SCHOOL STREET ASSOCIATES

Roland

Roland O. Ferland
General Partner

00033

ROF/rmr
enclosures

T/F SCHOOL ST. ASSOCIAT
30 MONTICELLO ROAD
PAWTUCKET, R.I. 0286

November 26 1985

67-1
118 0

PAY TO THE ORDER OF Fernand J. St. Germain $ 16000.00

Sixteen Thousand 00/100 DOLLARS

Fleet National Bank

FOR

Richard A. Ferland
William A. Shudy

⑈000127⑈ ⑆011500010⑆ 32 504354 2⑈

FERLAND MANAGEMENT CO
T/F SCHOOL ST. ASSOCIATES
30 MONTICELLO ROAD
PAWTUCKET, R.I. 02861

120

November 26 1985

67-1
118 0

PAY TO THE ORDER OF Fernand J. St. Germain $ 20,000.00

Twenty thousand 00/100 DOLLARS

Fleet National Bank

FOR

Richard A. Ferland
William A. Shudy

⑈000120⑈ ⑆011500010⑆ 32 504354 2⑈

000333

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER:	E. NAME OF SELLER:	F. NAME OF LENDER:
Eugene E.Jr.& Jeanne P.& Mark E. Noel & Stephen & Denise DiPaola d/b/a Famco Asso.	School St.,Asso. Roland O. Ferland Gen. Partner Pawtucket, R. I. 02861	Pawtucket Credit Union 727 Central Avenue Pawtucket, R.I. 02861

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT:	I. SETTLEMENT DATE:
250 School Street Pawtucket, R. I. 02861 Plat 23 & 35 Lots 639 & 348	ROBERT P. ANDRADE PLACE OF SETTLEMENT: Pawt.Credit Union 727 Central Avenue Pawtucket, R.I. 02861	NOVEMBER 21 1985

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		625,000.
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		625,000.
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		10,000.
502. Settlement charges to seller (line 1400)		1,471.
503. Existing loan(s) taken subject to		
504. Payoff of first mortgage loan CITIZ FIN BANK		381,575.
505. Payoff of second mortgage loan		
506. B V SEWER DIST		133.
507. R.E. TAXES		
508. WATER SUPPLY BOARD		304.
509.		
Adjustments for items unpaid by seller		
510. City/town taxes 7/1/85 to 11/26/85		5,304.
511. County taxes	to	
512. Assessments	to	
513. SEWER USE 9/30/85 - 11/26/85		83.
514. WATER USE 6/85 - 11/85		387.
515. RENT ADJ		1,690
516. SECURITY DEP (W/INT)		9,544.
517. REPAIRS		-0-
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		410,494.
600. CASH AT SETTLEMENT TO/FROM SELLER		
601. Gross amount due to seller (line 420)		625,000.
602. Less reductions in amount due seller (line 520)		(410,494.
603. CASH (☒ TO) (☐ FROM) SELLER		214,505.

000334

2136 Rayburn House Office Building
WASHINGTON, D.C. 20515
Tel. 202-225-4011

204 John O. Pastore Federal Building
PROVIDENCE, R.I. 02903
Tel. 401-528-4323

R.I. Toll Free Telephone
1-800-852-2110

Congress of the United States

House of Representatives

Washington, D.C. 20515

Chairman, Subcommittee on Financial Institutions Supervision, Regulation and Insurance

October 4, 1983

Mr. Roland Ferland
Ferland Corporation
30 Monticello Road
Pawtucket, Rhode Island 02861

Dear Roland:

Enclosed is a check for $4,000 for School Street Associates, which I am sending to you as a result of your call as General Partner.

Would you be good enough to initial the enclosed copy of this letter, which will indicate that this $4,000 is in addition to the $12,000 that I forwarded to you for School Street -- $6,000, July 15, 1980 (check 9747) and $6,000, December 29, 1980 (check 9954).

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hh
Enc.

000335

SCHOOL STREET ASSOCIATES

Dear [illegible] St. Germain

Our accountants and the accountants of Ferland Corporation, Peat, Marwick, Mitchell & Co., 40 Westminster Street, Providence, Rhode Island 02903, are conducting their annual review of our financial records. As part of that review, will you confirm directly to them that,

1) you have received the attached request from the general partner for additional capital to support the partnership, and that

2) you will advance your share of the required funds to the partnership prior to December 31, 1980.

A return self-addressed envelope has been enclosed for your convenience.

Sincerely,

Roland O. Ferland

Roland O. Ferland,
General Partner

SCHOOL STREET ASSOCIATES

Confirmation signature [signature]

000338

April 14, 1980

Congressman Fernand St. Germain
200 John E. Fogarty Federal Bldg.
Providence, Rhode Island 02903

Re: School Street Associates

Dear Honorable Fernand St. Germain:

School Street, has experienced abnormal vacancy, turnover, and operating expense since acquisition. At this juncture, it would appear that the "acquisition and repair cycle" is subsiding, and increased rental levels are being achieved.

Nonetheless, prior past due obligations exist which must be addressed at this time.

The partnership is in need of $60,000.00 additional capital to meet it's obligations in a timely manner. Due to the unavailability of favorable outside financing at this time, the partnership must look to it's investors for the required funds.

Based on your 20 % interest in School Street Associates, a loan of $ 12,000.00 is required until such time as outside financing becomes more alterative.

Very truly yours,

Roland O. Ferland

Roland O. Ferland,
General Partner

00038

SCHOOL STREET ASSOCIATES

Dear [illegible] St. Germain!

Our accountants and the accountants of Ferland Corporation, Peat, Marwick, Mitchell & Co., 40 Westminster Street, Providence, Rhode Island 02903, are conducting their annual review of our financial records. As part of that review, will you confirm directly to them that,

1) you have received the attached request from the general partner for additional capital to support the partnership, and that

2) you will advance your share of the required funds to the partnership prior to December 31, 1980.

A return self-addressed envelope has been enclosed for your convenience.

Sincerely,

Roland O. Ferland

Roland O. Ferland,
General Partner

SCHOOL STREET ASSOCIATES

Confirmation signature [signature]

000339

[illegible]
[illegible]
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]
[illegible]
URBAN AFFAIRS COMMITTEE

[illegible]
[illegible]
[illegible]
[illegible]

Congress of the United States

House of Representatives

Washington, D.C. 20515

October 4, 1983

Mr. Roland Ferland
Ferland Corporation
30 Monticello Road
Pawtucket, Rhode Island 02861

Dear Roland:

Enclosed is a check for $4,000 for School Street Associates, which I am sending to you as a result of your call as General Partner.

Would you be good enough to initial the enclosed copy of this letter, which will indicate that this $4,000 is in addition to the $12,000 that I forwarded to you for School Street -- $6,000, July 15, 1980 (check 9747) and $6,000, December 29, 1980 (check 9954).

Sincerely,

Fernand J. St Germain
Member of Congress

FJStG:hh
Enc.

000349

SCHOOL STREET ASSOCIATES
30 Monticello Road
Pawtucket, RI 02861

February 24, 1986

TO: Armand J. Ferland
Estate of Albert J. Ferland
Austin Ferland
J. Raymond Ferland
Eugene H. Ferland
F. J. St. Germain

Dear Fred:

I am in hopes of winding up School Street Associates final distribution but there is still one outstanding bill which is the final one from our auditor, Lou Finkel.

I am distributing $6,000.00 today. Please find enclosed a check which represents your portion of the $6,000.00 distribution herewith. As soon as all bills are paid, I will distribute the remaining portion which will be quite small but will wind it up.

Sincerely,

Roland

Roland O. Ferland
General Partner

ROF/rmr
enclosure

000341

1200 ∞
8/26/86
Deposited

[illegible]
PAWTUCKET, R.I. 02861

2-24 19 86

67-1
1180

PAY TO THE ORDER OF ---------Fernand J. St. Germain---------- $ 1,200.00

One thousand two hundred dollars and 00/00---------- DOLLARS

Fleet National Bank

00034?

FOR Distribution

⑈000136⑈ ⑆011500010⑆ 32 5043542⑈

SCHOOL STREET ASSOCIATES

Congressman bought into Associates in 1975 with 2,000.00.

He subsequently loan the Associates a total of 16,000.00 (12,000.00 in 1980 and 4,000 in 1983).

There have been no cash distributions.

Source

Bill Thornley
Ferland Corp.

401 728-4000

9/19/85

JJ

000343

SCHOOL STREET ASSOCIATES
30 Monticello Road
Pawtucket, RI 02861

July 24, 1985

TO: Armand J. Ferland
Albert J. Ferland
Arthur Ferland
J. Raymond Ferland
Eugene H. Ferland
F. J. St. Germain

Dear Fred:

I am calling a meeting of the School Street Associates to bring the Limited Partners up-to-date on what my thoughts are. Although it is not mandatory, I feel it is good practice that the Limited Partners know the status of all the projects.

The meeting will be held in the Ferland Corporation Board Room on Tuesday, August 6, 1985 at 11:00 A.M.

Please plan to attend.

Thanking you in advance, I remain,

Sincerely,

Roland O. Ferland
General Partner

ROF/rmr

cc: R. Ferland, Jr.
W. Thornley

000344

FOUR SEASONS EAST GROUP

LIMITED PARTNERSHIP AGREEMENT

This limited partnership agreement entered into on this 2nd day of January, 1971, by and among Roland O. Ferland of 2 Naushon Road, Pawtuc Rhode Island, (hereinafter referred to as the "General Partner") and Arman J. Ferland of 80 Anawan Road, Pawtucket, Rhode Island; Albert J. Ferland of 19 Alexander McGregor Road, Pawtucket, Rhode Island; J. Raymond Ferland of 120 Floral Park Boulevard, Pawtucket, Rhode Island; Eugene H. Ferland of 136 Hyde Avenue, Pawtucket, Rhode Island; Armand A. Ferland 44 Carriage Drive, Lincoln, Rhode Island; and Fernand J. St. Germain of 121 Woodland Road, Woonsocket, Rhode Island, (hereinafter referred to as the "Limited Partners"):

The above-named parties desire to form a limited partnership in accordance with the laws of the State of Rhode Island and to acquire for such partnership, for the purposes of ownership and development for investment, certain real property situated in East Providence, Rhode Island, and locatec on the southwesterly side of Church Street and the southeasterly side of South Broadway, being the south corner of the intersection of said streets.

Now, therefore, it is mutually agreed by and among the parties as follows:

1. Formation. The parties hereto do hereby form a Limited Partnership pursuant to the laws of the State of Rhode Island.

2. Name. The Partnership shall be conducted under the name of FOUR SEASONS EAST GROUP.

3. Purposes. The purpose of the partnership is to acquire for development and investment the property situated in East Providence,

Rhode Island, and located on the southwesterly side of Church Street and the southeasterly side of South Broadway, being the south corner of the intersection of said streets, (hereinafter referred to as the "property"), and to own, develop, manage, mortgage, lease, exchange, sell, or otherwise transfer or dispose of such property. The partnership is empowered to do all things necessary to acquire title to such property and to carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the partnership as may be necessary to accomplish its purposes.

4. Term. The term of the partnership shall be from January 1971 to January 2001, provided, however, that the partnership shall be dissolved prior to such date upon (a) any disposition by the partnership of its entire interest in all of the property hereinabove referred to including any mortgage or leasehold interest which may be acquired by the partnership in exchange therefore, or (b) the action of the Partners to terminate the partnership in accordance with the provisions of paragraph 18 hereof, or (c) the withdrawal of the General Partner as provided in paragraph 16 hereof.

5. Principal office. The principal office of the partnership shall be maintained at 180 Armistice Boulevard, Pawtucket, Rhode Island, or at such other place as the General Partner from time to time may determine.

6. General Partner. Roland O. Ferland shall be the General Partner.

7. Limited Partners. Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, and Fernand J. St. Germain shall be the Limited Partners.

8. Capital contributions. Each partner shall contribute to the capital of the partnership the cash amount set opposite his name:

Partner	Contribution
Roland O. Ferland	$4,000.00
Armand J. Ferland	$3,000.00
Albert J. Ferland	$3,000.00
J. Raymond Ferland	$3,000.00
Eugene H. Ferland	$3,000.00
Armand A. Ferland	$1,000.00
Fernand J. St. Germain	$3,000.00

No partner shall be required to make any additional capital contribution, but any partner may at any time, with the consent of the General Partner, make further and additional contributions and thereupon the division of the profits and losses provided in paragraph 9 hereof shall be reapportioned accordingly.

9. Profits, losses, and cash proceeds. The net profits of the partnership, and net proceeds resulting from the sale, mortgage refinancing and condemnation of any property held by the partnership shall be divided among, and any losses shall be borne by, each of the partners in the following proportions, subject, however, insofar as the Limited Partners are concerned, to the limitation set forth in paragraph 10 hereof:

Partner	Percentage
Roland O. Ferland	20%
Armand J. Ferland	15%
Albert J. Ferland	15%
J. Raymond Ferland	15%
Eugene H. Ferland	15%
Armand A. Ferland	5%
Fernand J. St. Germain	15%

The term "net profits" of the partnership as used herein shall mean net profits derived from the property owned by the partnership as ascertained through the use of the standard accounting practices, except that (a) depreciation of building, improvements, furniture, fixtures, furnishings, and equipment shall not be taken into account, (b) mortgage amortization paid by the partnership shall be considered a deduction, (c) any amounts

expended by the partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (d) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the partnership.

10. Losses of Limited Partners. Notwithstanding anything to the contrary herein contained, the liability of any Limited Partner for payment of any losses of the partnership shall in no event exceed his contribution to the capital of the partnership. For purposes of partnership accounting, however, all partnership losses shall be charged against the capital accounts of the General and Limited Partners in the ratios set forth in paragraph 9, and should a negative balance appear in the capital account of any Limited Partner, such negative balance shall be offset by any future net profits of the partnership.

11. Management, duties, and restrictions. (a) The General Partner shall devote such time to the partnership as shall be reasonably required for its welfare and success.

(b) No Limited Partner shall participate in the management of the partnership business. A Limited Partner shall have the right to withdraw his capital contribution only upon the termination of the partnership as provided herein, provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contri-

00031

butions, have been paid or unless the partnership has assets sufficient to pay them. Except as otherwise provided in paragraph 21 hereof, no Limited Partner shall have the right to deman or receive property other than cash in return for his contributio No Limited Partner shall have priority over any other Limited Partner either as to contribution to capital or as to compensatio by way of income.

(c) The Limited Partners hereby consent to the employment, when and if required, of such brokers, managing and other agents, accountants, and attorneys as the General Partner may from time to time determine. The fact that a partner, General or Limited, or a member of his family is employed by the partnership, or directly or indirectly interested in or connected with, any person, firm, or corporation employed by the partnership to render or perform a service, or from which the partnership may purchase any property, shall not prohibit the General Partner from employing such person, firm, or corporation, or from otherwise dealing with him or it, and neither the partnership nor any of the partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the partnership relationship herein created.

(d) Any of the partners, General or Limited, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, or development of real property and neither the

partnership nor any of the partners thereof shall have any rights by virtue of this agreement in and to such independent ventures or the income or profits derived therefrom.

12. Banking. Withdrawals from any partnership bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

13. Conveyances. Any deed, bill of sale, mortgage, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name shall be signed by the General Partner. Notwithstanding anything contained herein, occupancy leases for individual apartments may be signed by the General Partner or by a Managing Agent appointed for the purpose by the General Partner. No person shall be required to inquire into the authority of any individual to sign any document pursuant to the provisions of this paragraph.

14. Books. The partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the General Partner, and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the partnership profits and losses for the fiscal year and indicating the share of profit or loss of each partner for income tax purposes shall be prepared by the accountants for the partnership and distributed to all the partners within a reasonable time afte

000350

the close of each fiscal year.

15. Transferability of General and Limited Partnership Interests

No partner may sell all or any part of his interest in the Partnership, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without first offering the same to the other partners, acting on behalf of themselves, at a price and upon terms no less favorable than those which such partner would receive from such transfer. Such price and terms and the name of the proposed transferee shall be set forth in a written offer signed by such partner and delivered to each other partner. Within thirty (30) days after the receipt of such written offer, any one or more of the other partners may in writing reject or accept such offer, and if more than one of the other partners so accepts, the interest of the partner to be sold shall be apportioned in equal shares between or among such other partners or as such other partners may otherwise agree between or among themselves. The partner or partners so accepting such offer shall promptly thereafter enter into an agreement with such partner for the purchase and sale of such interest at the price and on the terms of said offer and shall consummate such purchase and sale in accordance with such agreement within thirty (30) days thereafter. If such offer is not accepted by one or more other partners within the required thirty (30) day period, or if the partner or partners accepting such offer shall fail to tender the purchase price within the second thirty (30) day period, such partner may at any time within ninety (90) days from the expiration of the appropriate thirty(30) day period transfer such interest to such proposed transferee at a price and on terms not less favorable than those set forth in such offer, and if such interest is not so transferred within such period, it shall again become subject to the provisions of this paragraph.

Each or any limited partner shall have the right to substitute an assignee as a Substituted Limited Partner in his place, with the prior consent of the General Partner, which shall not be unreasonably withheld, and after such assignee shall have executed such instruments as shall be required by the General Partner to signify said assignee's agreement to be bound by all of the provisions of the Limited Partnership Agreement, and subject to the provisions of the prior paragraph hereto.

The General Partner is hereby constituted the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary appropriate to carry out the provisions of this paragra 15, including amendments to the schedules in paragraphs 8 and 9, amendme to the Limited Partnership Certificate required by statute, business Certifi cates and the like. -

An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of his interest shall be subject to all the provi sions of this paragraph 15 to the same extent and in the same manner as an Limited Partner desiring to make an assignment of his interest.

Any assignment or transfer of the interest of the General Partner shall be treated in accordance with paragraph 16 as a withdrawal of the assigning or transferring General Partner.

16. Withdrawal of General Partner. In the event of the death, retirement, resignation, bankruptcy, expulsion, assignment or transfer o interest, or adjudication of insanity or incompetency (hereinafter collectiv referred to as "withdrawal") of the General Partner, the partnership shall be dissolved and terminated, provided, however, that the partnership

may be continued if all of the other surviving or remaining competent partners shall determine to continue the partnership, the withdrawing General Partner or his assignee or personal representative shall become a Limited Partner in the partnership with the same relative percentage interest, as set forth in paragraph 9 hereof, in partnership profits, losses, and distributions of all kinds, including (but not limited to) liquidating distributions and distribution of proceeds from the sale or condemnation of partnership property and proceeds resulting from any mortgage or refinancing, as previously possessed by such General Partner in this partnership, subject, however, to the limitation of liability, for liabilities incurred subsequent to said withdrawal, to an amount equal to the share of such partner in the total net assets of the partnership at the date that such partner became a Limited Partner hereund The percentage share of such partner in the total assets of the partnership shall be the same as his percentage share of partnership profits and losses as set forth in paragraph 9 hereof. The other surviving or remaining competent partners shall determine whether to continue the partnership no later than thirty (30) days following the withdrawal of the General Partner, and in any event shall within such thirty (30) days provide for a new General Partn from amongst their numbers or otherwise if the wtihdrawal of such General Partner would otherwise leave no remaining General Partner.

17. Death of a Limited Partner. The death of a Limited Partner shall not dissolve the partnership nor terminate the partnership. In the event of such death, the personal representative of the deceased Limited Partner shall have all the rights of a Limited Partner in the partnership to the extent of the deceased's interest therein, subject to the terms and conditions of this agreement.

18. Termination prior to end of term. The partnership may be

00032

terminated by the General Partner and a majority in number of the Limited Partners prior to the end of its term after at least thirty (30) days' prior written notice to each of the Limited Partners.

19. Distributions on termination. In the event of the disolution and termination of the partnership whether at the end of the term hereof or prior thereto, the then General Partner shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) To the payment of the debts and liabilities of the partnership (other than any loans or advances that may have been made by the partners to the partnership) and the expenses of liquidation.

(b) To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the General Partner arising out of or in connection with the partnership. Such reserves shall be paid over by the General Partner to an attorney-at-law of the State of Rhode Island, as Escrowee, to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provid

(c) After setting up the beforementioned reserves, the General Partner shall distribute the balance thereafter remaining as follows:

(i) To the repayment of any loans or advances that may have been made by any of the partners to the parthership, but if the amount available for such repayment shall be insufficient, then pro rata on account there

(d) Any balance remaining shall be distributed among all partners General and Limited, as follows:

000351

66-076 O—87——20

(i) In the event that the partnership assets shall have been sold, the net proceeds shall be distributed to each partner in satisfaction of his interest in the partnership in the manner provided in paragraph 9 here

(ii) In lieu of sale, the partnership assets may be distributed in kind, each partner accepting an individed interest in the partnership's assets subject to its liabilities in satisfaction of his interest in the partnership.

In the event of a liquidating distribution of the partnership's property in kind, the fair market value of such property shall be determined by averaging the appraisals of two appraisers selected by the Real Estate Board of the City of Providence, Rhode Island, or any other comparable body, and each partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitl under paragraph 9 hereof if such property were sold.

20. Procedure on termination. A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilites to creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation. Each of the partners shall be furnished with a statement prepared by the partnership's then Certified Public Accountants, which shall set forth the assets and liabilities of the partnership as of the date of complete liquidation. Upon the General Partner's complying with the distribution plan set forth in paragraph 19 hereof (including payment over to the Attorney-Escrowee if there are sufficient funds therefor), the Limited Partners shall cease to be such, and the

General Partner, as the sole remaining partner of the partnership shall execute, acknowledge, and cause to be filed a Certificate of Cancellation of the Partnership.

21. Limit on General Partner's liability. Anything in this agreement to the contrary notwithstanding, the General Partner shall not be personally liable for the return of the capital contributions of Limited Partners, or any portion thereof it being expressly understood that any such return shall be made solely from partnership assets.

22. Indemnification. Neither the Partnership nor any partner shall have any claim against the General Partner and the Partnership shall indemnify the General Partner against any liability incurred by him, provided that the acts or omissions giving rise to such claims or liabilities were performed by him for and on behalf of the Partnership and in furtherance of its interests and were performed in good faith in the belief that he was acting within the scope of his authority under this Agreement The foregoing shall not relieve the General Partner of liability for gross negligence or wilful malfeasance.

23. Notices. All notices provided for in this agreement shall be directed to the parties at the addresses herein set forth and to the partnership at its principal office by Registered or Certified Mail.

24. This agreement may be modified or amended at any time by all the partners.

009358

25. Binding effect. This agreement shall be binding upon all the upon all the parties and their estates, heirs, legatees, and transferees and assigns.

26. Agreement in counterparts. This agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

27. Applicable law. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

General Partner:

Roland O. Ferland

Limited Partners:

Armand J. Ferland

Albert J. Ferland

J. Raymond Ferland

Eugene H. Ferland

000357

Armand A. Ferland

Fernand J. St. Germain

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Pawtucket in said County, this 2nd day of January, A.D., 1971, then personally appeared before me, Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland and Fernand J. St. Germain each and all known to be and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Notary Public

000359

3/27/81cv

SECOND AMENDMENT TO FOUR SEASONS EAST GROUP LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT TO FOUR SEASONS EAST GROUP LIMITED PARTNERSHIP AGREEMENT ("Amendment") is made and entered into this day of March, 1981 by and among:

THE KOFFLER CORPORATION, a Rhode Island corporation, 640 Hospital Trust Building, Providence, Rhode Island 02903 ("Koffler");

FERLAND CORPORATION, a Rhode Island corporation, 180 Armistice Boulevard, Pawtucket, Rhode Island 02861 ("Ferland");

ROLAND O. FERLAND, 2 Naushon Court, Pawtucket, Rhode Island 02861 ("Roland", and sometimes the "General Partner");

ALBERT J. FERLAND, 10 Alexander McGregor Road, Pawtucket, Rhode Island 02861 ("Albert");

J. RAYMOND FERLAND, 120 Floral Park Boulevard, Pawtucket, Rhode Island 02861 ("Armand");

FERNAND J. ST. GERMAIN, 121 Woodland Road, Woonsocket, Rhode Island 02865 ("Fernand").

(Fernand, Koffler, Ferland, Roland, Albert, Raymond and Armand are hereinafter collectively referred to as "Partners").

W I T N E S S E T H:

WHEREAS, on January 2, 1971, Roland, Albert, Raymond, Armand, Fernand, Armand A. Ferland ("Austin") and Eugene H. Ferland ("Eugene") caused to be formed a Rhode Island limited partnership known as FOUR SEASONS EAST GROUP (the "Partnership") by the execution of a Limited Partnership Agreement (the "Partnership Agreement"), a copy of which is Exhibit A (all Exhibits are attached hereto and made a part hereof), and by the execution of a Certificate (Limited Partnership) State of Rhode Island and Providence Plantations (the "Certificate"), a copy of which is Exhibit B and which was filed at the office of the Secretary of State of Rhode Island on December 1, 1971; and

WHEREAS, on December 5, 1980 all of the parties hereto entered into an Agreement (the "Assignment Agreement") under the terms of which Roland, Austin, Albert, Raymond, Eugene, Armand and Fernand agreed to assign to Koffler and Ferland or

either of them certain portions of or all of their interests in the Partnership, and Koffler and Ferland agreed to acquire the same; and

WHEREAS, the assignments provided pursuant to the Assignment Agreement were effected by the execution on December 5, 1980, by all the Partners, Austin and Eugene of the AMENDMENT TO FOUR SEASONS EAST GROUP LIMITED PARTNERSHIP AGREEMENT (the "Amendment"), a copy of which is Exhibit C, and by the execution of the Amended Certificate ("Limited Partnership") State of Rhode Island and Providence Plantations (the "Certificate"), a copy of which is Exhibit D and which was filed at the office of the Secretary of State of Rhode Island on December 16, 1980; and

WHEREAS, the Partners desire to amend the Amendment and the Partnership Agreement.

NOW, THEREFORE, the Partners agree that paragraph 6 of the Amendment be amended in its entirety as follows:

6. Net Income and Losses from Operations and Disposition

6.1 All net taxable income and losses of the Partnership from operations (as distinguished from transactions described in paragraph 6.2) for any year or part thereof shall, except as otherwise provided herein, be allocated to the Partners in proportion to their Percentages.

6.2 All net gains and losses of the Partnership as determined for federal income tax purposes in connection with a refinancing of any mortgage on or the sale, exchange, condemnation (or similar eminent domain taking), casualty or other disposition of all or any part of the assets of the Partnership or any interest therein or following the dissolution and termination of the Partnership, shall, except as otherwise provided herein, be allocated among the Partners in the following order of priority, prior to the distribution of any amounts pursuant to paragraph 4.3 resulting from such event:

a. If all Partners have negative balances in their capital accounts, any net gains shall first be allocated to the Partners with the greater negative balances until the negative balances of all of the Partners are equalized on a proportionate basis and thereafter any net gains shall be allocated to the Partners in proportion to their Percentages. If all of the Partners have negative balances in their capital accounts, any net losses shall first be allocated to the Partners with the lower negative balances until the negative balances of all of the Partners are equalized on a proportionate basis and thereafter the balance of any net losses shall be allocated to the Partners in proportion to their Percentages.

000360

b. In the event one or more Partners' capital account balance is negative while one or more Partners' capital account balance is zero or positive, net gains shall be allocated first to the Partners with negative balances until all of the Partners' capital account balances are equalized on a proportionate basis and thereafter, the balance of any net gains shall be allocated to the Partners in proportion to their Percentages; or the net losses shall be allocated first to the Partners with zero or positive balances to equalize on a proportionate basis the negative balances and thereafter, net losses shall be allocated to the Partners in proportion to their Percentages.

c. In the event all of the Partners have positive or zero balances in their capital accounts, net gains shall first be allocated to equalize on a proportionate basis their capital account balances and thereafter, net gains shall be allocated to the Partners in proportion to their Percentages; or net losses shall be first allocated to equalize on a proportionate basis their positive or zero balances and thereafter, net losses shall be allocated to the Partners in proporation to their Percentages.

6.3 Notwithstanding the foregoing (a) the allocation to Ferland and Koffler of deductions for depreciation and amortization and net gains or losses pursuant to paragraphs 6.1 and 6.2 above with respect to all property owned by the Partnership on December 5, 1980, shall be adjusted in accordance with the principles set forth in Section 704(c)(2) of the Internal Revenue Code of 1954, as amended (the "Code"), to give account to the Capital Contributions of Ferland and Koffler and (b) if any portion of the net gain allocated pursuant to this paragraph 6 is treated as a recapture of depreciation pursuant to Section 1245 or Section 1250 of the Code, such portion of such gain shall be allocated among the Partners in the same proportion as the depreciation giving rise to such recapture was allocated among the Partners.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

THE KOFFLER CORPORATION

By: _____

FERLAND CORPORATION

By: _____

00036

Roland O. Ferland

Albert J. Ferland

J. Raymond Ferland

Armand J. Ferland

Fernand J. St. Germain

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence, on the day of , 1981, there personally appeared before me , an officer of The Koffler Corporation, and , an officer of Ferland Corporation, and Roland O. Ferland, Albert J. Ferland, J. Raymond Ferland, Armand J. Ferland, and each and all known to be and known by me to be the parties executing the foregoing instrument, individually and/as corporate officers, and they severally acknowledged said instrument by them subscribed to be their free acts and deeds, individually, and/ or in their corporate capacities, and in the case of the corporate officers, to be the free acts and deeds of said corporations.

Notary Public

STATE OF
COUNTY OF

In on the day of , 1981, before me personally appeared , an officer of , to me known and known by me to be the person executing the foregoing instrument for and on behalf of

000362

said corporation and he acknowledged said instrument by him executed in his said capacity to be his free act and deed and the free act and deed of said corporation.

_____
Notary Public

My commission expires:

STATE OF
COUNTY OF

In on the day of , 1981, before me personally appeared , to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed.

_____
Notary Public

My commission expires:

State of Rhode Island and Providence Plantations

Department of State

Office of the Secretary of State

I, ISABELLE R. VIAULT, Second Deputy Secretary of State of the State of Rhode Island and Providence Plantations, hereby Certify that the aforegoing is a true copy of the original Certificate of Limited Partnership of FOUR SEASONS EAST GROUP; the same being taken from the records in this office and compared with the original Certificate of Limited Partnership filed in this office on the first day of December, A. D. 1971, and now remaining on file and of record in this office.

000361

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the State of Rhode Island, this first day of December A. D. 1971

Isabelle R. Viault
Second Deputy Secretary of State

State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

Know all Men by These Presents, That we, Roland O. Ferland, Armand J. Ferland; Albert J. Ferland; J. Raymond Ferland; Eugene H. Ferland; Armand A. Ferland; and Fernand J. St. Germain

desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do solemnly swear that:

FIRST. The name of the partnership shall be FOUR SEASONS EAST GROUP

SECOND. The character of the business conducted by the partnership shall be the real estate business together with all other business necessary or related thereto, including, but not limited to, the ownership, financing, leasing, operation, management, development, improvement, sale or transfer of real property.

THIRD. The principal place of business of the partnership shall be located at the southwesterly side of Church Street and the southeasterly side of South Broadway being the south corner of the intersection of said streets, in East Providence, Rhode Island, with an office at 180 ~~Pawtucket Avenue, East~~ Armistice Boulevard, Pawtucket, Rhode Island.

FOURTH.

General Partners	Residence (No. Street, City or Town, State.)
Roland O. Ferland	2 Naushon Road, Pawtucket, Rhode Island

Limited Partners	Residence (No. Street, City or Town, State.)
Armand J. Ferland	80 Anawan Road, Pawtucket, Rhode Island
Albert J. Ferland	10 Alexander McGregor Road, Pawtucket, R.I.
J. Raymond Ferland	120 Floral Park Boulevard, Pawtucket, R.I.
Eugene H. Ferland	136 Hyde Avenue, Pawtucket, Rhode Island
Armand A. Ferland	44 Carriage Drive, Lincoln, Rhode Island
Fernand J. St. Germain	121 Woodland Road, Woonsocket, Rhode Island

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

000365

FIFTH. The term of existence of the partnership shall be from January 2, 1971, to January 1, 2001, or to such earlier date as shall be determined by events set forth in the limited partnership agreement among the parties hereto.

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
Armand J. Ferland	$3,000.00		
Albert J. Ferland	$3,000.00		
J. Raymond Ferland	$3,000.00		
Eugene H. Ferland	$3,000.00		
Armand A. Ferland	$1,000.00		
Fernand J. St. Germain	$3,000.00		

SEVENTH. The items listed immediately below shall be the additional contributions, agreed to be made by each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value

Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon between such limited partner and the general partner.

and the times at which or the events on the happening of which said contributions shall be made shall be as agreed by the general partner and each limited partner making additional contributions.

EIGHTH. The contribution of each limited partner shall be returned only upon termination of the limited partnership.

NINTH. Each limited partner shall, by reason of his contribution, receive the following percentages of the "Net Profits" of the partnership: Armand J. Ferland 15%; Albert J. Ferland 15%; J. Raymond Ferland 15%; Eugene H. Ferland 15%; Armand A. Ferland 5%; and Fernand J. St. Germain 15%.

00039

TENTH. Each or any limited partner shall have the right to substitute an assignee as contributor and substituted limited partner in his place, subject to the following terms and conditions: Only (i) with the prior consent of the general partner which shall not unreasonably be withheld and (ii) after such assignee shall have executed such instruments as shall be required by the general partner to signify said assignee's agreement to be bound by all the provisions of the limited partnership agreement.

ELEVENTH. The partners shall not have the right to admit additional limited partners. But the agreement may be amended by all the partners.

TWELFTH. ~~.....~~, a limited partner ~~shall have~~ the ~~right~~ priority ~~over~~ the other limited partners as to ~~his~~ distributions ~~and~~ to compensation by way of interest, and the nature of such priority shall be .....

.....

.....

.....

.....

.....

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining ~~general partners~~ partners shall have the right to continue the business.

FOURTEENTH. Any limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

In Testimony Whereof, We have hereunto set our hands and stated our residences this 2nd day of January A. D. 19 71 .

Name	Residence (No. Street, City or Town, State.)
Roland O. Ferland	Roland O. Ferland, 2 Naushon Rd., Pawtucket,
Armand J. Ferland	Armand J. Ferland, 80 Anawan Rd., Pawtucket,
Albert J. Ferland	Albert J. Ferland, 10 Alexander McGregor Rd.,
J. Raymond Ferland	J. Raymond Ferland, 120 Floral Park Blvd., P
Eugene H. Ferland	Eugene H. Ferland, 136 Hyde Ave., Pawt., R.I
Armand A. Ferland	Armand A. Ferland, 44 Carriage Dr., Lincoln,
Fernand J. St. Germain	Fernand J. St. Germain, 121 Woodland Rd., Wo

State of Rhode Island, } In the City } of Pawtucket
County of Providence }

in said county, this 2nd day of January, A. D. 19 71, then personally appeared before me Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland and Fernand J. St. Germain,

00936?

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

PANTUCKET, R.I.

2/14/8[illegible]

PAY EXACTLY ******4,526 DOLLARS AND ***00 CENTS ******4,526.00

PAY F J ST GERMAIN
2108 RAYBURN HOUSE
OFF/BLDG ATT:B JONES
WASHINGTON D.C.

A. Austin Farland

Fleet National Bank

000368

⑈003268⑈ ⑆011500010⑆ 34 5948278⑈

FOUR SEASONS EAST
COMPUTATION OF NON PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/85

A. Computation of Non Preferred Distribution:

Gross Rental Income	$1,194,336
Other Income	25,845
	1,136,336
Operating Expense	569,109
Debt Service Payments	299,352
Asset Additions	13,327
	881,788
Net Cash Flow	336,388
Preferred Distributions	112,106
Distributable Net Cash Flow	$ 226,282

B. Maximum Distribution Computation

Cash Balance 12/31/84

Operating Account	$ 18,197
Money Market Account	297,160
Certificate of Deposit	100,000
	415,357
Rent Receivable	3,322
	418,679
Less:	
Accounts Payable	71,443
Accrued Taxes	29,746
Security Deposits	71,474
Rent Received in Advance	19,179
	191,838
Maximum Non Preferred Distribution	$ 227,041

000369

FOUR SEASONS EAST
NON-PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/93

Distribution Amount		226,300
Partner Name	%	Amount
Koffler Corporation	80	$181,040
Ferland Corporation	10	22,630
Roland Ferland	2	4,526
Albert Ferland	2	4,526
Armand Ferland	2	4,526
Fernand St. Germain	2	4,526
J. Raymond Ferland	2	4,526
		226,300

[illegible] Company
TELEPHONE 401-726-4000
30 MONTICELLO ROAD PAWTUCKET, RHODE ISLAND 02860

February 18, 1986

The Honorable Fernand J. St. Germain
204 John E. Fogarty Building
Providence, Rhode Island 02903

Re: Four Seasons East Distribution

Dear Congressman St. Germain:

Enclosed is a check in the amount of $4,526. The payment represents your share of the net cash flow of Four Seasons East for the year 1985.

Also enclosed is a detailed breakdown of the distribution calculation.

If you have any questions, please contact me.

Very truly yours,

William R. Thornley
Vice President and Treasurer

WRT/tmp

Enclosures

00037

Legmail 6 2/18/86

FOUR SEASONS EAST
NON-PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/85

Distribution Amount		226,300
Partner Name	%	Amount
Koffler Corporation	80	$181,040
Ferlano Corporation	10	22,630
Roland Ferland	2	4,526
Albert Ferland	2	4,526
Armand Ferland	2	4,526
Fernand St. Germain	2	4.526
J. Raymond Ferland	2	4,526
		226,300

FOUR SEASONS EAST
COMPUTATION OF NON PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/85

A. Computation of Non Preferred Distribution:

Gross Rental Income	$1,194,336
Other Income	25,845
	1,136,338
Operating Expense	569,109
Debt Service Payments	299,352
Asset Additions	13,327
	881,793
Net Cash Flow	338,388
Preferred Distributions	112,106
Distributable Net Cash Flow	$ 226,282

B. Maximum Distribution Computation

Cash Balance 12/31/84

Operating Account	$ 18,197
Money Market Account	297,160
Certificate of Deposit	100,000
	415,257
Rent Receivable	3,622
	418,879
Less:	
Accounts Payable	71,443
Accrued Taxes	29,746
Security Deposits	71,470
Rent Received in Advance	19,179
	191,838
Maximum Non Preferred Distribution	$ 227,041

623

DATE
2/14/86 PAY EXACTLY ******4,526 DOLLARS AND ***00 CENTS ******4,526.00

F J ST GERMAIN
2108 RAYBURN HOUSE
OFF/BLDG ATT:J JONES
WASHINGTON D.C.

A. Austin Furlong

Fleet National Bank

⑈00327158⑈ ⑆011500010⑆ 34 5946276⑈

PLEASE PROVIDE VOUCHER NUMBER WHEN DIRECTING INQUIRIES

VENDOR NUMBER	INVOICE DATE	INVOICE NUMBER	VOUCHER NUMBER	COMPANY PAYING FOR	AMOUNT
67790	12/31/85	DISTRIBU	020256	FOUR SEASONS EAST	4,526.00

000371

PAY EXACTLY ********** DOLLARS AND *** CENTS **********

PAY
TO
THE
ORDER
OF

A. Austin Farland
AUTHORIZED SIGNATURE

NOT VALID IN EXCESS OF $5000.00 UNLESS COUNTERSIGNED ABOVE

Fleet National Bank

⑈0014235⑈ ⑆011500010⑆ 34 5946278⑈

PLEASE PROVIDE VOUCHER NUMBER WHEN DIRECTING INQUIRIES

VENDOR NUMBER	INVOICE DATE	INVOICE NUMBER	VOUCHER NUMBER	COMPANY PAYING FOR	AMOUNT
[illegible]	12/31/[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Cost Distribution

000375

Expired 2/14/85

FOUR SEASONS EAST
COMPUTATION OF NON PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/84

A. Computation of Non Preferred Distribution:

Gross Rental Income	$1,122,056
Other Income	14,282
	1,136,338
Operating Expense	533,971
Debt Service Payments	334,609
Fixed Asset Additions	35,620
	904,200
Net Cash Flow	232,138
Preferred Distributions	112,106
Distributable Net Cash Flow	$ 120,032

B. Maximum Distribution Computation

Cash Balance 12/31/84

Operating Account	$ 43,296
Money Market Account	186,854
Certificate of Deposit	100,000
	330,150
Less:	
Accounts Payable	57,267
Fourth Quarter Preferred Dist.	28,027
Accrued Taxes	28,256
Security Deposits	68,729
Rent Received in Advance	25,196
	207,475
Maximum Non Preferred Distribution	$ 122,675

0003'

FOUR SEASONS EAST
NON-PREFERRED DISTRIBUTION
FOR THE YEAR ENDED 12/31/85

Distribution Amount		$120,000
Partner Name	%	Amount
Koffler Corporation	80	$96,000
Ferland Corporation	10	12,000
Roland Ferland	2	2,400
Albert Ferland	2	2,400
Raymond Ferland	2	2,400
Armand Ferland	2	2,400
Fernand St. Germain	2	2,400
Total		$120,000

Ferland Corporation
TELEPHONE 401 726-4300
30 MONTICELLO ROAD PAWTUCKET RHODE ISLAND 02861

February 7, 1985

Congressman Fernand J. St. Germain
204 John E. Fogarty Bldg.
Providence, RI

Re: Four Seasons East Distribution

Dear Mr. St. Germain:

Enclosed is a check in the amount of $2400. The payment represents your share of the net cash flow of Four Seasons East for the year 1984.

Also enclosed is a detailed breakdown of the distribution calculation.

If you have any questions, please contact me.

Very truly yours,

William R. Thormley
Vice President and Treasurer

WRT/cm

[illegible] REGULATORY REFORM
BY THE
COMMITTEE ON BANKING, FINANCE AND URBAN AFFAIRS

MEMORANDUM

December 5, 1983

Chase Federal Account
X 2nd

MEMORANDUM FOR THE FILE

FOUR SEASONS EAST

Market Value: $130,000.00

(not book value)

Roland Ferland - source *401-728-4000

JJ

Jean
Next time I'm on the offer
for a few days let's pull the
Four Seasons file re sale so I can
determine what % I still retain.

2% Interest

000371

Deposit
6/28/84
C.T.

000380

Perland Corporation
TELEPHONE 401 726-4000
30 MONTICELLO ROAD PAWTUCKET RHODE ISLAND 02861

June 25, 1984

Congressman Fernand J.
St. Germain
204 John E. Fogarty Bldg.
Providence, RI

Re: Four Seasons East Distribution

Dear Mr. St. Germain:

A review of the 1983 distribution calculation for Four Seasons East revealed that the distribution should have been $1,247 instead of $207.

The distribution made on January 31, 1984 was calculated based on the net cash flow for the fourth quarter. The partnership agreement calls for a distribution of annual net cash flow in excess of current obligations and the preferred return.

Enclosed is a check in the amount of $1,040 which represents 2 percent of the remaining net cash flow after the January distribution. Also enclosed is a recap of the annual net cash flow and distribution calculation.

If you have any questions, please contact me.

Very truly yours,

William R. Thornley
Vice President & Treasurer

Enclosure

WRT/cm

000381

FOUR SEASONS EAST

FUNDS AVAILABLE FOR DISTRIBUTION

1983

A. Net Cash Flow

Rental Income	$1,072,744
Other Income	4,115
Total Income	1,076,859
Operating Expenses	< 956,595 >
Depreciation	203,368
Mortgage Principal Paid	< 103,296 >
Fixed Asset Additions *	< 45,876 >
Net Cash Flow	$ 174,460

* Used in lieu of replacement reserve

B. Maximum Distribution and Preferred Return

Cash Balance 12/31/83	$ 258,353
Less:	
Accounts Payable	22,026
January Mortgage	25,703
Accrued Taxes	35,519
Security Deposits	65,005
	148,253

Add:

Preferred Distribution 1st qtr.	14,428
" " 2nd qtr.	30,000
" " 3rd QTR.	30,722
	75,150
Maximum Distribution/Preferred Return	185,250

000382

FOUR SEASONS EAST

NET CASH FLOW DISTRIBUTION

1983

Net Cash Flow 1983		$174,460.00
Less: Prior Distributions:		
Preferred return:		
First Quarter	(4/21/83)	30,721.69
Second Quarter	(8/19/83)	30,000.00
Third Quarter	(11/9/83)	14,428.28
Fourth Quarter	(1/31/84)	36,956.19
		112,106.16
Distribution	(1/31/84)	10,353.00
Remaining Net Cash Flow		$ 52,000.84

	%	Amount
Koffler Corporation	80	$41,600
Ferland Corporation	10	5,200
Roland Ferland	2	1,040
Albert Ferland	2	1,040
Raymond Ferland	2	1,040
Armand Ferland	2	1,040
Fernand St. Germain	2	1,040
	100	52,000

Perland Corporation
TELEPHONE 401 726 4000
30 MONTICELLO ROAD PAWTUCKET RHODE ISLAND 02861

March 25, 1985

The Honorable Fernand St. Germain
1st District, Rhode Island
2108 Rayburn House Office Building
Washington, D.C. 20515

Dear Congressman St. Germain:

Enclosed is your K-1 from the Four Seasons East Group.

If you have any questions, please do not hesitate to call.

Sincerely,

James A. Mercurio

JAM/ses

U.S. HOUSE OF REPRESENTATIVES
SUBCOMMITTEE ON FINANCIAL INSTITUTIONS SUPERVISION,
REGULATION AND INSURANCE
OF THE
COMMITTEE ON BANKING, FINANCE AND URBAN AFFAIRS

MEMORANDUM

December 9, 1983

MEMORANDUM FOR THE FILE

FOUR SEASONS EAST

Market Value: $130,000.00

(not book value)

Roland Ferland* - source *401-728-4000

JJ

000385

November 17, 1983

Memorandum for Roland O. Ferland

From: Jean W. Jones

Subject: Four Seasons East

This is a gentle reminder that you were to provide the Congressman with the approximate value on 2% interest of Four Seasons East.

Thanks.

66-076 O—87——21

Ferland Corporation

⑈00988?0⑈ ⑆011500010⑆ 34 5946278⑈

PLEASE PROVIDE VOUCHER NUMBER WHEN DIRECTING INQUIRIES TO FERLAND CORP PAWTUCKET R.I. 02860

VENDOR NUMBER	INVOICE DATE	INVOICE NUMBER	VOUCHER NUMBER	COMPANY PAYING FOR	AMOUNT
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

000387

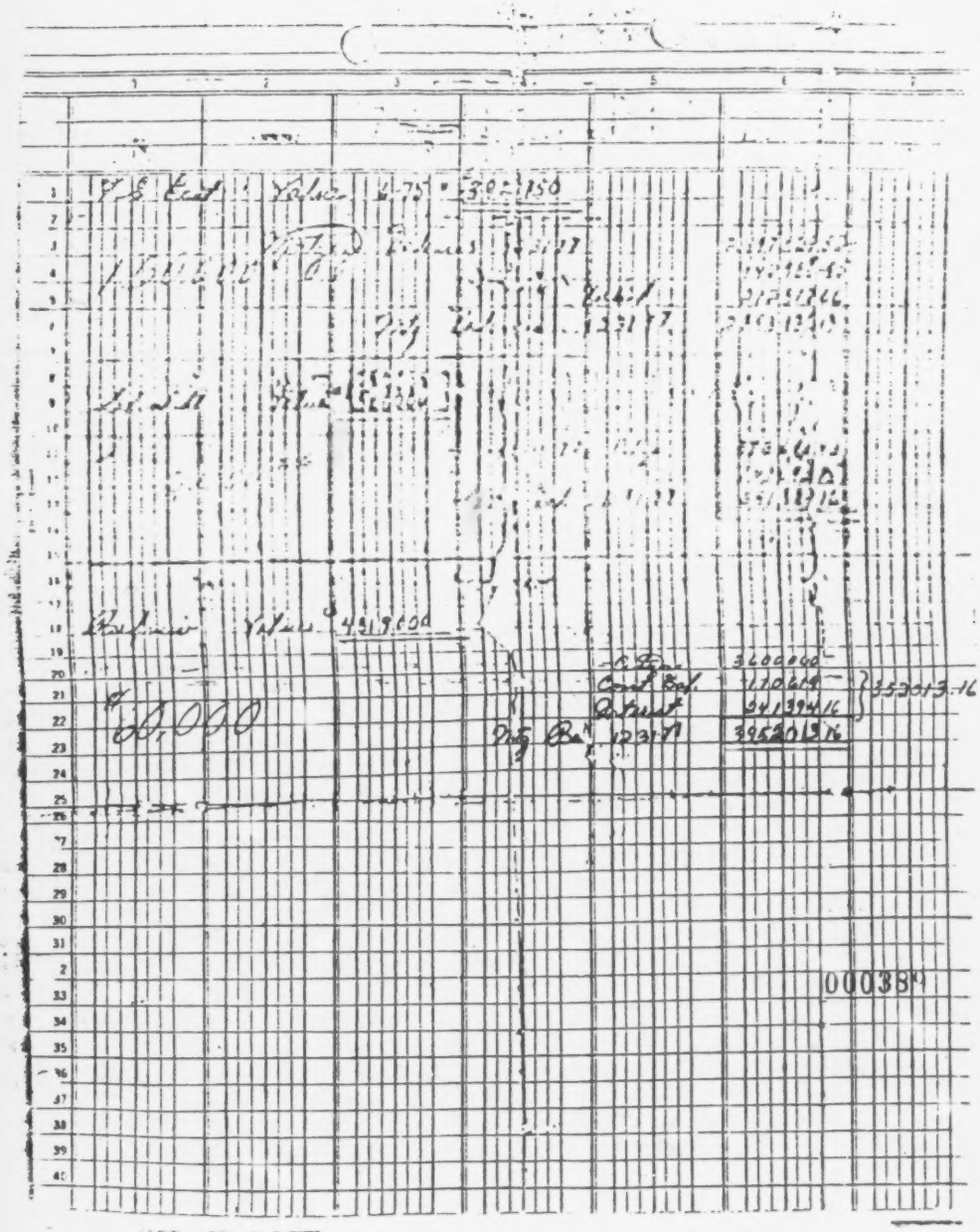
Signed 22 2/2/82

Congress of the United States
House of Representatives
Washington, D.C. 20515

[illegible]

[illegible]

[illegible]



WILLIAM E. COYLE, JR.
AND ASSOCIATES

RHODE ISLAND: Old Colony Bank Building, Pawtucket, R. I. 02860 • Tel. 401-725-2200
MASSACHUSETTS: 223 Central Avenue, Seekonk, Mass. 02771 • Tel. 617-761-7865

Real Estate Consultants • Appraisals
Acquisitions • Re-Use • Market Analyses

REPLY TO

Pawtucket, R. I.

January 17, 1975

Four Seasons East, Limited Partnership
100 Armistice Boulevard
Pawtucket, R. I.

Gentlemen,

As requested, I have made a careful inspection of the Four Seasons East for the purpose of estimating the Fair Market Value as of December 31, 1975.

The value range has been derived through the application of the Summation Approach and the Capitalization of Income Approach to value. The Market Approach has not been applied due to the lack of suitable sales of similar properties by which the direct process of comparison can be utilized with any degree of accuracy. Nonetheless, the Market Data is indirectly influential in both the Summation and the Income Approaches. The latter approaches are more pertinent to value where construction is new or properties are under lease or rental agreement.

It is our considered opinion that the subject property, Four Seasons East, had a Fair Market Value on December 31st, 1974 in the amount of:

THREE MILLION, SEVEN HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED DOLLARS

($3,762,000)

Orig Bal. 4-18-75 $ 2,632,749.41

Respectfully submitted,

WILLIAM E. COYLE, JR. & ASSOCIATES

000390

William E. Coyle, Jr.
M.A.I. S.R.E.A.

FOUR SEASONS EAST APARTMENTS
East Provicence, R. I.

Apartment complex of nine residential buildings, modern, brick, garden type structures; three story with two story height, consisting of 192 units. One Community Building/recreational facility included in building; game room, lounge, kitchen, exercise rooms, saunas, rest rooms, management office and laundry. Adjacent: 2 swimming pools, cabana, shuffleboard court, putting green, tennis court. Further enhanced by a brook flowing through property, pathways, 2 footbridges cross same and interconnect all buildings with community building.

12 Efficiency Units Range $155.00-$190.00
52 - 1 Bedroom units Range $190.00-$230.00
91 - 2 Bedroom units Range $230.00-$265.00
37 - 3 Bedroom units Range $260.00-$300.00

Services Provided: Lawn Care, Heat, Hot Water, Garbage Disposal, and Snow Removal.

Zoning

Residential...No Violations

Neighborhood Data

Located on South Broadway in East Providence, Four Seasons East provides quick and easy access to highways via I 195, I 95. Minutes from Providence all conveniences are located both in the neighborhood and nearby. The immediate neighborhood is comprised of single and multifamily residential housing. The market demand indicates property appreciation during the next ten years.

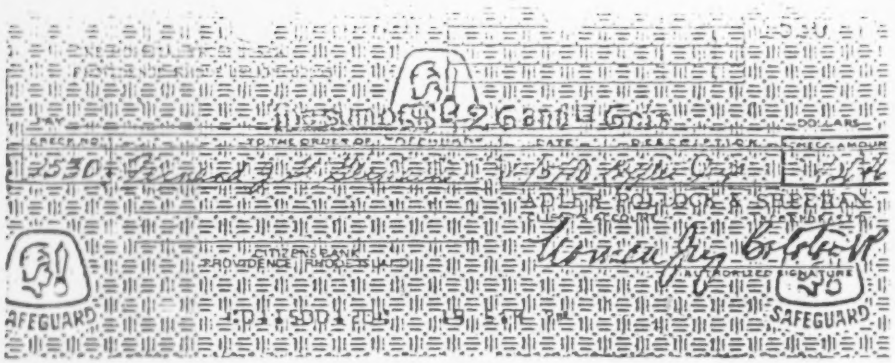
Legal Description

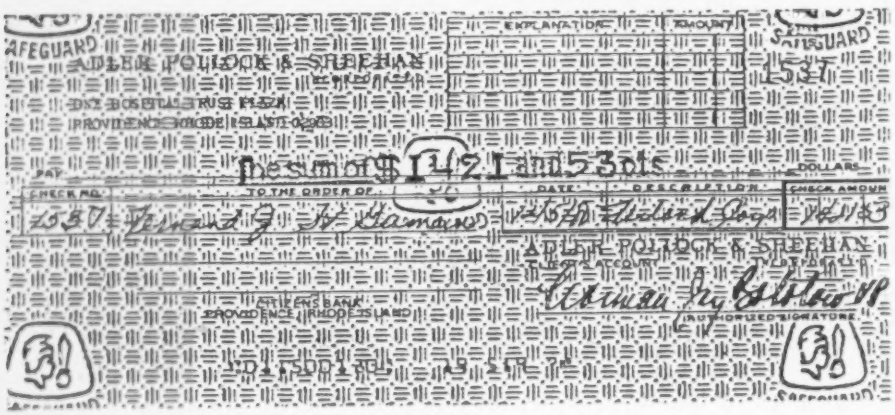
Plat 027 Lot 0005

000391

Total Area Sq. Ft.

Site Data





000392

SAFEGUARD
EXPLANATION
AMOUNT
ADLER POLLOCK & SHEEHAN
ONE BOSTITCH PLAZA
PROVIDENCE RHODE ISLAND 02903
1531
PAY
the sum of $142 and 53cts
DOLLARS
CHECK NO.
TO THE ORDER OF
DATE
DESCRIPTION
CHECK AMOUNT
1531
Edward J. Hanaway
1/15/80
Federal Corp
142.53
ADLER POLLOCK & SHEEHAN
CLIENT'S ACCOUNT
CITIZENS BANK
PROVIDENCE, RHODE ISLAND
AUTHORIZED SIGNATURE
1530
the sum of $426 and 46cts
1530
Edward J. Hanaway
1/15/80
Misc Corp
426.46
000393

Amount of Note: $42,219.44

Providence, Rhode Island
December 5, 1980

Payee: Fernand J. St. Germain
Address of Payee:
121 Woodland Road

Woonsocket, R.I.

FOR VALUE RECEIVED, the undersigned unconditionally promises to pay to Payee named above, or order, at the address of Payee designated above, or at such other place as may be designated in writing by Payee or his assignee, the Amount of Note set forth above, which Amount of Note includes interest at the rate of Nine (9%) percent per annum to the due date hereof, and which Amount of Note shall be paid on January 2, 1981.

Payments hereunder shall be applied first to the payment of interest and thereafter to principal. The undersigned waives presentment, notice, protest and demand at any time for the payment of the whole or any part hereof, and agrees, in the event of default hereunder, to pay all costs of collection hereof, including reasonable attorney's fees.

This note may not be anticipated or prepaid. This note is executed under the provisions of, in accordance with, and subject to the terms and conditions of an Agreement executed on December 5, 1980 by the undersigned, Payee and others.

Witness:

Richard J. Coyne

THE KOFFLER CORPORATION

By: Sol Koffler, Chairman

000391

PROMISSORY NOTE

Amount of Note: $ 140,731.47

Providence, Rhode Island
December 5, 1980

Payee: Fernand J. St. Germain
Address of Payee:
121 Woodland Road

Woonsocket, R.I.

FOR VALUE RECEIVED, the undersigned unconditionally promises to pay to Payee named above, or order, at the address of Payee designated above, or at such other place as may be designated in writing by Payee or his assignee, the Amount of Note set forth above, which Amount of Note includes interest at the rate of Nine (9%) percent per annum to the due date hereof, and which Amount of Note shall be paid on January 2, 1981.

Payments hereunder shall be applied first to the payment of interest and thereafter to principal. The undersigned waives presentment, notice, protest and demand at any time for the payment of the whole or any part hereof, and agrees, in the event of default hereunder, to pay all costs of collection hereof, including reasonable attorney's fees.

This note may not be anticipated or prepaid. This note is executed under the provisions of, in accordance with, and subject to the terms and conditions of an Agreement executed on December 5, 1980 by the undersigned, Payee and others.

Witness:

FERLAND CORPORATION

Joan A. O'Leary

By Roland O. Ferland, Pres.

000395

ARTHUR ANDERSEN & Co
BOSTON, MASSACHUSETTS

To the Partners of

Four Seasons East Group:

We have examined the statement of assets, liabilities and partners' capital of FOUR SEASONS EAST GROUP (a Rhode Island limited partnership) as of December 31, 1984 and the related statements of revenues and expenses, partners' capital and changes in cash position for the year then ended. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As indicated in Note 2, the Partnership prepares its financial statements on a basis of accounting used for federal income tax reporting purposes. Accordingly, the accompanying financial statements are not intended to present the Partnership's financial position, results of operations, partners' capital accounts and changes in cash position in conformity with generally accepted accounting principles.

In our opinion, the financial statements referred to above present fairly the assets, liabilities and partners' capital of Four Seasons East Group as of December 31, 1984 and its revenues and expenses, partners' capital and changes in cash position for the year then ended on the basis of accounting described in Note 2, which basis has been applied in a manner consistent with that of the preceding year.

Arthur Andersen & Co

February 28, 1985.

000395

FOUR SEASONS EAST GROUP

(A Limited Partnership)

0003

FINANCIAL STATEMENTS AS OF DECEMBER 31, 1984

TOGETHER WITH AUDITORS' REPORT

FOUR SEASONS EAST GROUP

(A Limited Partnership)

STATEMENT OF ASSETS, LIABILITIES AND PARTNERS' CAPITAL

DECEMBER 31, 1984

ASSETS

PROPERTY AND EQUIPMENT (Notes 2 and 3):	
Land	$ 350,413
Buildings	3,605,182
Furniture and equipment	82,967
	$4,038,562
Less- Accumulated depreciation	886,580
	$3,151,982
CURRENT ASSETS:	
Cash and short-term investments	$ 332,145
Accounts receivable and prepaid expenses	1,447
	$ 333,592
	$3,485,574

LIABILITIES AND PARTNERS' CAPITAL

LONG-TERM DEBT, net of current maturities (Note 3)	$2,058,394
CURRENT LIABILITIES:	
Current maturities of long-term debt (Note 3)	$ 132,220
Tenant security deposits	68,729
Accounts payable	31,564
Accrued liabilities	65,206
	$ 297,719
PARTNERS' CAPITAL	$1,129,461
	$3,485,574

000399

The accompanying notes are an integral part of these financial statements.

FOUR SEASONS EAST GROUP

(A Limited Partnership)

STATEMENT OF REVENUES AND EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 1984

REVENUES:	
Rental income	$1,112,464
Other operating income	10,089
	$1,122,553
OPERATING EXPENSES:	
Depreciation (Note 2)	$ 196,107
Heat, light and power	214,839
Salaries, wages and fringe benefits	69,981
Real estate taxes, fees and licenses	113,110
Management fee (Note 4)	42,390
Insurance	6,768
Supplies	37,365
Other	98,710
Total operating expenses	$ 779,270
INCOME FROM OPERATIONS	$ 343,283
INTEREST EXPENSE	(195,547)
INTEREST INCOME	9,861
Net income	$ 157,597

The accompanying notes are an integral part of these financial statements.

000400

FOUR SEASONS EAST GROUP

(A Limited Partnership)

STATEMENT OF PARTNERS' CAPITAL

FOR THE YEAR ENDED DECEMBER 31, 1984

	Koffler Corporation	Ferland Corporation	Original Limited Partners	Total
BALANCE, December 31, 1983	$1,056,329	$132,067	$(33,143)	$1,155,253
Distributions	(157,470)	(19,684)	(6,235)	(183,389)
Net income	116,838	14,604	26,155	157,597
BALANCE, December 31, 1984	$1,015,697	$126,987	$(13,223)	$1,129,461

The accompanying notes are an integral part of these financial statements.

00040

FOUR SEASONS EAST GROUP

(A Limited Partnership)

STATEMENT OF CHANGES IN CASH POSITION

FOR THE YEAR ENDED DECEMBER 31, 1984

CASH WAS PROVIDED BY:	
Operations-	
Net income	$157,597
Add- Charges to operations not requiring cash-	
Depreciation	196,107
Cash provided by operations	$353,704
Increase in tenant security deposits	3,724
Increase in accounts payable	9,538
Increase in accrued liabilities	20,840
Decrease in accounts receivable and prepaid expenses	1,632
Total cash provided	$389,438
CASH WAS APPLIED TO:	
Principal payment on debt	$121,267
Additions to property and equipment, net	10,990
Partner capital distributions	183,389
Total cash applied	$315,646
NET INCREASE IN CASH AND SHORT-TERM INVESTMENTS	$ 73,792
BEGINNING BALANCE IN CASH AND SHORT-TERM INVESTMENTS	258,353
ENDING BALANCE IN CASH AND SHORT-TERM INVESTMENTS	$332,145

The accompanying notes are an integral part of these financial statements.

000402

FOUR SEASONS EAST GRE[illegible]

(A Limited Partnership)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 1984

(Continued)

(1) Purpose and Organization of Limited Partnership (Continued)

Organization (Continued)

Cash flow, as defined in the Limited Partnership Agreement, will be distributed, on an annual basis, in an amount equal to 8% of the amount of the Capital Contributions of Koffler Corporation and Ferland Corporation (the preferred return), payable in equal quarterly installments within 60 days after the end of each quarter, until such time as Koffler Corporation and Ferland Corporation have received distributions in the amount of their respective Capital Contributions. Any remaining cash flow will be distributed to the Partners based on their respective percentage interest in the Partnership.

(2) Summary of Significant Accounting Policies

Financial Statements

The financial statements have been prepared on an accrual basis in accordance with the accounting method used for federal income tax purposes. This method differs from generally accepted accounting principles in the following respects:

For financial statement purposes, the Partnership has elected to write up the assets of the Partnership, to the extent of the new Partnership interests, to fair value as a result of the acquisition and assignment of certain Partnership interests as of December 5, 1980. Under generally accepted accounting principles, the assets would continue to be recorded at their historical cost.

0004 [illegible]

N[illegible]

(2) Summary of Signif[illegible]

Financial Statemen[illegible]

For financial state[illegible] elected to inclu[illegible] revenues. Under [illegible] principles, prepa[illegible] revenue until it [illegible]

Depreciation

The assets of t[illegible] value to the extent of th[illegible] the acquisition and assig[illegible] of December 5, 1980.

Depreciation is [illegible] relate the cost (or basis, [illegible] where applicable) of depre[illegible] estimated useful lives, whi[illegible] to five years for furnitur[illegible]

Income Taxes

No federal or sta[illegible] books of the Partnership as [illegible] or loss are reportable by t[illegible] tax returns.

(3) Long-Term Debt

At December 31, 1[illegible] consisted of mortgage notes [illegible] collateralized by the renta[illegible] original amounts of $2,750,[illegible]

304

FOUR SEASONS EAST GROUP

(A Limited Partnership)

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 1984

(Continued)

(3) Long-Term Debt (Continued)

11%, mature in March 1997 and December 1989 and are due in monthly installments of principal and interest of $21,226 and $4,477, respectively. Principal payments will be due as follows:

1985	$ 132,220
1986	144,262
1987	157,431
1988	171,828
1989	187,571
Thereafter	1,397,302
	$2,190,614

(4) Related Party Transactions

During 1984, the Partnership purchased materials and labor of $182,547 from and paid management fees to wholly-owned subsidiaries of Ferland Corporation, a Substitute Limited Partner. The management agreement, which expires on December 31, 1985, calls for payment of management fees to Ferland Management Co. in an amount equal to 4% of gross rents collected from the property. Amounts paid to related parties during 1984 were as follows:

Ferland Management Co.-	
Management Salaries & Benefits	$ 42,390
	71,639
Diversified Properties Service Associates-	
Painting & Decorating	46,052
Newell Building Materials-	
Materials & Appliances	22,112
Merchants Financing Services-	
Credit	772
	$182,965

000406

FOUR SEASONS EAST

(A Limited Partnership)

Financial Statements

December 31, 1973 and 1972

(With Accountants' Report Thereon)

PEAT, MARWICK, MITCHELL & CO.

CERTIFIED PUBLIC ACCOUNTANTS

000407

PEAT, MARWICK, MITCHELL & Co
CERTIFIED PUBLIC ACCOUNTANTS
40 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND 02903

The Partners
Four Seasons East:

We have examined the balance sheets of Four Seasons East (A Limited Partnership) as of December 31, 1973 and 1972 and the related statements of operations and partners' deficit and changes in financial position for the years then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the aforementioned financial statements present fairly the financial position of Four Seasons East (A Limited Partnership) at December 31, 1973 and 1972 and the results of its operations and the changes in its financial position for the years then ended, in conformity with generally accepted accounting principles applied on a consistent basis.

Peat, Marwick, Mitchell & Co.

January 29, 1974

FOUR SEA

(A Limited

Balance

December 31,

Assets	1973	1972
Current assets:		
Cash	$ 9,336	9,502
Prepaid expenses	-	1,354
Total current assets	9,336	10,856
Property and equipment (note 5):		
Land	270,854	270,854
Buildings	2,884,432	2,884,432
Equipment	13,001	12,738
	3,168,287	3,168,024
Less accumulated depreciation	428,431	236,229
Net property and equipment	2,739,856	2,931,795
	$ 2,749,192	2,942,651

See accompanying notes to financial statements.

000409

artnership

Sheets

973 and 1972

Liabilities and Partners' Defi	1973	1972
Current liabilities:		
Current portion of accounts payable affiliat (note 2)	$ -	100,000
Current portion of long-term debt	42,672	38,045
Accrued taxes	21,320	17
Total current liabilities	63,992	138,062
Long-term debt, excluding current installments:		
Mortgage note payable (note 3)	2,741,046	2,685,217
Accounts payable affiliate (note 2)	394,264	425,395
Total long-term debt	3,135,310	3,110,612
Total liabilities	3,199,302	3,248,674
Partners' deficit	(450,110)	(306,023)
	$ 2,749,192	2,942,651

FOUR SEASONS EAST

(A Limited Partnership)

Statements of Operations and Partners' Deficit

Years ended December 31, 1973 and 1972

	1973	1972
Gross rents	$ 508,173	457,566
Expenses:		
Salaries and wages	27,135	28,224
Repairs and maintenance	23,836	26,897
Interest	223,935	206,273
Depreciation	192,201	188,053
Property taxes	84,554	76,488
Office expenses	810	1,307
Advertising and rent-up expenses	5,855	4,987
Utilities	67,334	57,485
Insurance	5,386	5,204
Miscellaneous operating expenses	7,244	6,430
Management fee	11,081	22,880
Travel and auto charges	255	1,748
Professional services	2,634	2,573
	652,260	628,549
Net loss	(144,087)	(170,983)
Partners' deficit, beginning of year	(306,023)	(135,040)
Partners' deficit, end of year	($ 450,110)	(306,023)

See accompanying notes to financial statements.

000411

FOUR SEASONS EAST

(A Limited Partnership)

Statements of Changes in Financial Position

Years ended December 31, 1973 and 1972

	1973	1972
Funds provided:		
Net loss	($ 144,087)	(170,983)
Add charges against earnings not requiring funds:		
Depreciation	192,201	188,053
Funds provided from operations	48,114	17,070
Decrease in working capital	-	58,588
Proceeds from mortgage note payable	100,000	277,107
Decrease in other assets	-	20,000
	$ 148,114	372,765
Funds used:		
Increase in working capital	72,550	-
Decrease in other liabilities	-	7,022
Reduction of mortgage note payable	44,171	11,890
Investment in property and equipment	262	231,322
Reduction of accounts payable affiliate	31,131	122,531
	$ 148,114	372,765
Changes in working capital:		
Increase (decrease) in current assets:		
Cash	(166)	9,502
Prepaid expenses	(1,354)	1,354
	(1,520)	10,856
Increase (decrease) in current liabilities:		
Current portion of long-term debt	4,627	(11,955)
Accrued taxes	-	(2,214)
Accrued interest	21,303	(16,387)
Current portion of accounts payable affiliate	(100,000)	100,000
	(74,070)	69,444
Increase (decrease) in working capital	$ 72,550	(58,588)

See accompanying notes to financial statements.

FOUR SEASONS EAST

(A Limited Partnership)

Notes to Financial Statements

December 31, 1973 and 1972

...ary of Significant Accounting Policies

...ciation has been provided on the double-declining balance method ...sed on the following lives:

Buildings	33 1/3 to 50 years

...preciation on office equipment has been provided on the straight-line ...ethod based on a five-year life.

The same depreciation methods and lives of property and equipment have been used for both financial statement and income tax purposes.

(2) Accounts Payable Affiliate

All income and expenses for the partnership are processed by Ferland Corporation and accounted for through an intercompany account. As a result, there are neither trade receivables nor payables on the balance sheet.

(3) Mortgage Notes Payable

The permanent mortgages bear annual interest rates of 7 1/2 and 8 percent and are payable in monthly installments of $22,008 through the year 199... Land and buildings are pledged as collateral on the loan.

(4) Federal Income Taxes

No provision has been made in the foregoing statements for Federal income taxes because the partners include all income and expenses in their individual tax returns.

(5) Property and Equipment

Subsequent to December 31, 1972, the Internal Revenue Service (IRS) made certain adjustments reducing the 1972 taxable loss by $40,593. This adjustment was due to the Internal Revenue Service capitalizing certain items expensed in 1972 and extending the lives of certain assets. These adjustments have been retroactively reflected in building and accumulated depreciation accounts in 1972 as an adjustment of a prior period error.

Income taxes assessed by Internal Revenue have been paid personally by the partners and therefore have not been reflected in the financial statements. The 1972 financial statements have been restated to reflect this adjustment.

LIMITED PARTNERSHIP AGREEMENT

Preliminary Statement

This limited partnership agreement entered into on this 30th day of June, 1976, by and among Roland O. Ferland of 2 Naushon Court, Pawtucket, Rhode Island, (hereinafter referred to as the "General Partner") and Armand J. Ferland of 80 Anawan Road, Pawtucket, Rhode Island; Albert J. Ferland of 19 Alexander McGregor Road, Pawtucket, Rhode Island; J. Raymond Ferland of 120 Floral Park Boulevard, Pawtucket, Rhode Island; Eugene H. Ferland of 136 Hyde Avenue, Pawtucket, Rhode Island; Armand A. Ferland of 44 Carriage Dr., Lincoln, Rhode Island; and Fernand J. St. Germain of 121 Woodland Road, Woonsocket, Rhode Island; James A. O'Leary, 9 Mark Fore Dr., West Warwick, Rhode Island, Richard R. Ferland, 3041 Mendon Road, Cumberland, Rhode Island; Albert J. Ferland, Jr. 158 Greenslitt Avenue, Pawtucket, Rhode Island, and Roland J. Ferland, 25 Arthur Avenue, East Providence, Rhode Island; (hereinafter referred to as the "Limited Partners").

The above named parties desire to form a limited partnership in accordance with the laws of the State of Rhode Island and to acquire for such partnership, for the purposes of ownership and development for investment, certain real property situated in Pawtucket, Rhode Island, and located on Parkview Drive, said property further described as Lots Twenty (20) and Twenty-One (21) on Assessors Plat Thirty-Two (32)A.

Now, therefore, it is mutually agreed by and among the parties as follows:

1. Formation. The parties hereto do hereby form a Limited Partnership pursuant to the laws of the State of Rhode Island.

2. Name. The Partnership shall be conducted under the name of PARKVIEW ASSOCIATES.

3. Purposes. The purpose of the partnership is to acquire for development and investment the property situated in Pawtucket, Rhode Island, and described and identified in the above Preliminary Statement, (hereinafter

ownership and operation of said property. The partnership is empowered to do all things necessary to acquire title to such Property and carry out the foregoing purposes and all business activities necessary or related thereto. The General Partner is directed and empowered to take such action on behalf of the partnership as may be necessary to accomplish its purposes. Said powers shall include, inter alia, the power to execute any and all documents necessary to assume that certain mortgage from Ferland Corporation to Citizens Savings Bank dated June 17, 1976, and recorded in the Land Evidence Records of the City of Pawtucket in Book at Page , and also to assume any obligations entered into by Ferland Corporation in order to secure said mortgage, provided, however, that said assumption shall be in consideration for the transfer by Ferland Corporation to Parkview Associates of the Property and any and all improvements thereon.

4. Term. The term of the partnership shall be from June 30, 1976 to December 31, 2006, provided, however, that the partnership shall be dissolved prior to such date upon (a) any disposition by the partnership of its entire interest in all the property hereinabove referred to including any mortgage or leasehold interest which may be acquired by the partnership in accordance with the provisions of paragraph 19 hereof, or (c) the withdrawal of the General Partner as provided in paragraph 17 hereof.

5 Principal office. The principal office of the partnership shall be maintained at 180 Armistice Boulevard, Pawtucket, Rhode Island, or at such other place as the General Partner from time to time may determine.

6 General Partner. Roland C. Ferland shall be the General Partner.

7. Limited Partners. Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, Fernand J. St. Germain, James A. O'Leary, Richard R. Ferland, Albert J. Ferland, Jr., and Roland J. Ferland shall be the Limited Partners.

8. Capital contributions. Each partner shall contribute to the capital of the partnership the cash amount set opposite his name

000415

Roland C. Ferland	$18,000.00
Armand J. Ferland	$6,000.00
Albert J. Ferland	$5,000.00
J. Raymond Ferland	$5,000.00
Eugene H. Ferland	$6,000.00
Armand A. Ferland	$3,500.00
Fernand J. St. Germain	$7,500.00
James A. O'Leary	$2,000.00
Richard R. Ferland	$2,000.00
Albert J. Ferland, Jr.	$2,000.00
Roland J. Ferland	$2,000.00

No partner shall be required to make any additional capital contribution, but any partner may at any time, with the written consent of the General Partner, make further and additional contributions and thereupon the division of the profits and losses provided in paragraph 9 hereof shall be reapportioned accordingly

9. Profits, losses, and cash proceeds.

The net profits of the partnership, and net proceeds resulting from the sale, mortgage refinancing, and condemnation of any property held by the partnership shall be divided among, and any losses shall be borne by, each of the partners in the following proportions, subject, however, insofar as the Limited Partners are concerned, to the limitation set forth in paragraph 10 hereof:

Partner	Percentage
Roland C. Ferland	18%
Armand J. Ferland	12%
Albert J. Ferland	10%
J. Raymond Ferland	10%
Eugene H. Ferland	12%
Armand A. Ferland	7%
Fernand J. St. Germain	15%
James A. O'Leary	4%
Richard R. Ferland	4%
Albert J. Ferland, Jr.	4%
Roland J. Ferland	4%

The term 'net profits' of the partnership as used herein shall mean net profits derived from the property owned by the partnership as ascertained through the use of standard accounting practices, except that (a) depreciation of building, improvements, furniture, fixtures, furnishings, and equipment shall not be taken into account, (b) mortgage amortization paid by the partnership shall be considered a deduction, (c) any amounts expended by the partnership in the discretion of the General Partner for capital improvements shall be considered a

reserve shall be deducted to provide funds for improvements or for any other contingencies of the partnership.

10. Losses of Limited Partners. Notwithstanding anything to the contrary herein contained, the liability of any Limited Partner for payment of any losses of the partnership shall in no event exceed his contribution to the capital of the partnership. For purposes of partnership accounting, however, all partnership lossess shall be charges against the capital accounts of the General and Limited Partners in the ratios set forth in paragraph 9, and should a negative balance appear in the capital account of any Limited Partner, such negative balance shall be offset by any future net profits of the partnership.

11. Salaries, drawings, and interest on capital contributions. None of the partners, General or Limited, shall receive any salary or drawings for services rendered on behalf of the partnership in his capacity as partner, nor shall any partner receive any interest on his contribution(s) to the capital of the partnership.

12. Management, duties, and restrictions. (a) The General Partner shall devote such time to the partnership as shall be reasonable required for its welfare and success.

(b) No Limited Partner shall participate in the management of the partnership business. A Limited Partner shall have the right to withdraw his capital contribution only upon the termination of the partnership as provided herein provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contributions, have been paid or unless the partnership has assets sufficient to pay them. Except as otherwise provided in paragraph 20 hereof, no Limited Partner shall have the right to demand or receive property other than cash in return for his contribution. No Limited Partner shall have priority over any other Limited Partner either as to contribution to capital or as to compensation by way of income.

(c) The Limited Partners hereby consent to the employment, when and if required, of such brokers, managing and other agents, accountants, and attorneys as the General Partner may from time to time determine. The

by or directly or indirectly interested in or connected with, any person, firm, or corporation employed by the partnership to render or perform a service, or from which the partnership may purchase any property, shall not prohibit the General Partner from employing such person, firm, or corporation, or from otherwise dealing with him or it, and neither the partnership nor any of the partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the partnership relationship herein created.

(d) Any of the partners, General or Limited, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, or development of real property and neither the partnership nor any of the partners thereof shall have any rights by virtue of this agreement in and to such independent ventures or the income or profits derived therefrom.

13. Banking. Withdrawals from any partnership bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

14. Conveyances. Any deed, bill of sale, mortgage, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name shall be signed by the General Partner. Notwithstanding anything contained herein, occupancy leases for individual apartments may be signed by the General Partner or by a Managing Agent appointed for the purpose by the General Partner. No person shall be required to inquire into the authority of any individual to sign any document pursuant to the provisions of this paragraph.

15. Books. The partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the General Partner, and all partners shall have the right to inspect and examine at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the partnership profits and losses for the fiscal year and indicating the share of profit or loss of each partner for

and distributed to all the partners within reasonable time after the close of each fiscal year.

11. Transferability of General and Limited Partnership Interests

a) No partner may sell all or any part of his interest in the partnership, whether voluntarily, involuntarily or by operation of law, or at a judicial sale or otherwise, without first offering the same to the other partners, acting on behalf of themselves, at a price and upon terms no less favorable than those which such partner would receive from such transfer. Such price and terms and the name of the porposed transferee shall be set forth in a written offer signed by such partner and delivered to each other partner. Within thirty (30) days after the receipt of such written offer, any one or more of the other partners may in writing reject or accept such offer, and if more than one of the other partners so accepts, the interest of the partner to be sold shall be apportioned in equal shares between or among such other partners or as such other partners may otherwise agree between or among themselves. The partner or partners so accepting such offer shall promptly thereafter enter into an agreement with the offeror partner for the purchase and sale of such interest at the price and on the terms of said offer and shall consummate such purchase and sale in accordance with such agreement within thirty (30) days thereafter. If such offer is not accepted by one or more other partners within the required thirty (30) day period, or if the partner or partners accepting such offer shall fail to tender the purchase price within the second thirty (30) day period, the offeror partner may at any time within ninety (90) days from the expiration of the appropriate thirty (30) day period transfer such interest to such proposed transferee at a price and on terms not less favorable than those set forth in such offer, and if such interest is not so transferred within such period, it shall again become subject to the provisions of this paragraph. Provided, however, that no such transfer of a partner's interest shall become effective until such time as the transferee shall agree in writing, to the satisfaction of the general partner, to be bound by the provisions of this Agreement.

assignee as a Substitute Limited Partner in his place, with the prior written consent of the General Partner, which shall not be unreasonably withheld, and after such assignee shall have executed such instruments as shall be required by the General Partner to signify said assignee's agreement to be bound by all of the provisions of the Limited Partnership Agreement, and subject to the provisions of the prior paragraph hereto.

c) The General Partner is hereby constituted the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary and appropriate to carry out the provisions of this paragraph 16, including amendments to the schedules in paragraphs 6 and 9, amendments to the Limited Partnership Certificate required by statute, business certificates and the like.

d) An assignee of the interest of a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of his interest shall be subject to all the provisions of this paragraph 16 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his interest.

e) Any assignment or transfer of the interest of the General Partner shall be treated in accordance with paragraph 17 as a withdrawal of the assigning or transferring General Partner.

17. Withdrawal of General Partner. In the event of the death, retirement, resignation, bankruptcy, expulsion, assignment or transfer of interest, or adjudication of insanity or incompetency (hereinafter collectively referred to as "withdrawal") of the General Partner, the partnership shall be dissolved and terminated, provided, however, that the partnership may be continued if all of the other surviving or remaining competent partners shall determine to continue the partnership under the terms and conditions of this Agreement. The withdrawing General Partner or his heir or heirs or his assignee or personal representative shall become a Limited Partner in the partnership with the same relative percentage interest, as set forth in paragraph 9 hereof, in partnership profits, losses, and distributions of all kinds, including (but not limited to) liquidating

partnership property and proceeds resulting from any re-payment or refinancing, as previously possessed by such General Partner in this partnership, subject, however to the limitation of liability, for liabilities incurred subsequent to said withdrawal, to an amount equal to the share of such partner in the total net assets of the partnership at the date that such partner became a Limited Partner hereunder. The percentage share of such partner in the total assets of the partnership shall be the same as his percentage share of partnership profits and losses as set forth in paragraph 9 hereof. The other surviving or remaining competent partners shall determine whether to continue the partnership no later than thirty (30) days following the withdrawal of the General Partner, and in any event shall within such thirty (30) days provide for a new General Partner from amongst their numbers or otherwise if the withdrawal of such General Partner would otherwise leave no remaining General Partner.

18. Death of a Limited Partner. The death of a Limited Partner shall not dissolve the partnership nor terminate the partnership. In the event of such death the heir or heirs, or the personal representative of the deceased Limited Partner shall have all the rights of a Limited Partner in the partnership to the extent of the deceased's interest therein, subject to the terms and conditions of this Agreement, and such heir or heirs, or personal representative, shall be bound by the terms and conditions of this Agreement.

19. Termination prior to end of term. The partnership may be terminated by the General Partner and a majority in number of the Limited Partners to the end of its term after at least thirty (30) days prior written notice to each of the Limited Partners.

20. Distributions on termination. In the event of the dissolution and termination of the partnership whether at the end of the term hereof or prior thereto, the then General Partner shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

a) To the payment of the debts and liabilities of the partnership (Other than any loans or advances that may have been made by the partners to the

deem reasonably necessary for any contingent or unliquidated liabilities or obligations of the partnership or of the General Partner arising out of or in connection with the partnership. Such reserves shall be paid over by the General Partner to an attorney-at-law of the State of Rhode Island, as Escrowee, to be held by him for the purposes of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided.

c) After setting up the beforementioned reserves, the General Partner shall distribute the balance thereafter remaining as follows:

(i) To the repayment of any loans or advances that may have been made by any of the partners to the partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

d) Any balance remaining shall be distributed among all partners General and Limited, as follows:

(i) In the event that the partnership assets shall have been sold, the net proceeds shall be distributed to each partner in satisfaction of his interest in the partnership in the manner provided in paragraph 9 hereof.

(ii) In lieu of sale, the partnership assets may be distributed in kind, each partner accepting an undivided interest in the partnership's assets subject to its liabilities in satisfaction of his interest in the partnership. In the event of a liquidating distribution of the partnership's property in kind, the fair market value of such property shall be determined by averaging the appraisals of two appraisers selected by the Real Estate Board of the City of Pawtucket, Rhode Island, or any other comparable body, and each partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under paragraph 9 hereof if such property were sold.

21. Procedure on termination. A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the

furnished with a statement prepared by the partnership's then Certified Public Accountants, which shall set forth the assets and liabilities of the partnership as of the date of completion liquidation. Upon the General Partner's complying with the distribution plan set forth in paragraph 20 hereof (including payment over to the Attorney-Escrowee if there are sufficient funds thereof), the Limited Partners shall cease to be such, and the General Partner, as the sole remaining partner of the partnership, shall execute, acknowledge, and cause to be filed a Certificate of Cancellation of the Partnership.

22. Limit on General Partner's Liability. Anything in this agreement to the contrary notwithstanding, the General Partner shall not be personally liable for the return of the capital contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from partnership assets.

23. Indemnification. Neither the Partnership nor any partner shall have any claim against the General Partner and the Partnership shall indemnify the General Partner against any liability incurred by him, provided that the acts or omissions giving rise to such claims or liabilities were performed by him for and on behalf of the Partnership and in furtherance of its interests and were performed in good faith in the belief that he was acting within the scope of his authority under this Agreement. The foregoing shall not relieve the General Partner of liability for gross negligence or wilful malfeasance.

24 Notices. All notices provided for in this agreement shall be directed to the parties at the addresses herein set forth and to the partnership at its principal office by Registered or Certified Mail.

25. This agreement may be modified or amended at any time by all the partners.

26. Binding effect. This agreement shall be binding upon all the parties and their estates, heirs, legatees, transferees and assigns.

27. Agreement in counterparts. This agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory

28. Applicable law. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Rhode Island.

29. The limited partners hereby appoint Roland O. Ferland attorney in fact only for executing a Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GENERAL PARTNER

Roland O. Ferland

LIMITED PARTNERS

Armand J. Ferland

Albert J. Ferland

Richard R. Ferland

J. Raymond Ferland

Roland J. Ferland

Eugene H. Ferland

Albert J. Ferland, Jr.

Armand A. Ferland

James A. O'Leary

Fernand J. St. Germain

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Pawtucket in said County, this 30th day of June A. D., 1976, then personally appeared before me, [redacted], Fernand J. St. Germain, [redacted] known to me and known to me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Notary Public
My commission expires June 30, 1976.

000421

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Pawtucket in said County, this day of A. D., 1976, then personally appeared before me Fernand J. St. Germain known to be and known to me to be the party executing the foregoing instrument, and he acknowledged said instrument by him subscribed to be his free act and deed.

Notary Public
My commission expires

28. Applicable law. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Rhode Island.

29. The limited partners hereby appoint Roland C. Ferland attorney in fact only for executing a Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GENERAL PARTNER

Roland C. Ferland

LIMITED PARTNERS

Armand J. Ferland

Richard R. Ferland

Roland J. Ferland

Albert J. Ferland, Jr.

James A. O'Leary

Albert J. Ferland

J. Raymond Ferland

Eugene H. Ferland

Armand A. Ferland

Fernand J. St. Germain

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Pawtucket in said County, this 30th day of June A. D. 1976, then personally appeared before me, Roland C. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, [redacted], James A. O'Leary, Richard R. Ferland, Albert J. Ferland, Jr., and Roland J. Ferland each and all known to be and known to me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Notary Public
My commissions expires June 30, 1976

00042

CERTIFICATE

OF

LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That we, Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, Fernand J. St. Germain, James A. O'Leary, Richard R. Ferland, Albert J. Ferland, Jr., and Roland J. Ferland, desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do solemnly swear that:

FIRST: The name of the partnership shall be Parkview Associates.

SECOND: The character of the business conducted by the partnership shall be the real estate business together with all other business necessary or related thereto, including, but not limited to, the ownership, financing, leasing, operation, management, development, improvement, sale or transfer of real property.

THIRD: The principal place of business of the partnership shall be located at Parkview Drive, Pawtucket, Rhode Island, and its principal office shall be at 180 Armistice Boulevard, Pawtucket, Rhode Island.

FOURTH: The General Partner shall be:
Roland O. Ferland, 2 Naushon Court, Pawtucket, R.I.

The Limited Partners shall be:

Armand J. Ferland,	80 Anawan Road, Pawtucket, R. I.
Albert J. Ferland	10 Alexander McGregor Rd., Pawt., R.I.
J. Raymond Ferland	120 Floral Park Blvd., Pawt., R.I.
Eugene H. Ferland	136 Hyde Avenue, Pawtucket, R.I.
Armand A. Ferland	44 Carriage Drive, Lincoln, R.I.
Fernand J. St. Germain	121 Woodland Road, Woonsocket, R.I
James A. O'Leary	9 Mark Fore Drive, West Warwick, R.I.
Richard R. Ferland	3041 Mendon Road, Cumberland, R.I.
Albert J. Ferland, Jr.	158 Greenslitt Av., Pawt., R.I.
Roland J. Ferland	25 Arthur Avenue, East Providence, RI

FIFTH: The term of existence of the partnership shall be from June 30, 1976, to December 31, 2006, or to such earlier date as shall be determined by events set forth in the limited partnership agreement among the parties hereto.

SIXTH: The limited partners shall each make the cash contribution set opposite their name immediately below:

Armand J. Ferland	$6,000.00
Albert J. Ferland	5,000.00
J. Raymond Ferland	5,000.00
Eugene H. Ferland	6,000.00
Armand A. Ferland	3,500.00
Fernand J. St. Germain	7,500.00
James A. O'Leary	2,000.00
Richard R. Ferland	2,000.00
Albert J. Ferland, Jr.	2,000.00
Roland J. Ferland	2,000.00

000427

SEVENTH: Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon between such limited partner and the general partner, and the times at which or the events on the happening of which said contributions shall be made shall be as agreed by the general partner and each limited partner making additional contributions.

EIGHTH: The contribution of each limited partner shall be returned only upon termination of the limited partnership.

NINTH: Each limited partner shall, by reason of his contribution, receive the following percentages of the "net profits" of the partnership:

Armand J. Ferland	12%	Roland J. Ferland	4%
Albert J. Ferland	10%	Fernand J. St. Germain	15%
J. Raymond Ferland	10%	James A. O'Leary	4%
Eugene H. Ferland	12%	Richard R. Ferland	4%
Armand A. Ferland	7%	Albert J. Ferland, Jr.	4%

TENTH: Each or any limited partner shall have the right to substitute an assignee as contributor and substitute limited partner in his place, subject to the following terms and conditions:

(i) only with the prior consent of the general partner which shall not be unreasonably withheld;

(ii) only after such assignee shall have executed such instruments as shall be required by the general partner to signify said assignee's agreement to be bound by all the provisions of the limited partnership agreement.

ELEVENTH: The partners shall not have the right to admit additional limited partners.

TWELFTH: Upon the death, retirement or insanity of a general partner, the remaining partners shall have the right to continue the business upon providing for a substitute general partner.

THIRTEENTH: No limited partner shall have the right to demand and receive property other than cash in return for his contribution.

IN TESTIMONY WHEREOF, We have hereunto set our hands and stated our residences this 30th day of June, 1976.

Roland C. Ferland, 2 Naushon Court, Pawtucket, R. I.

Armand J. Ferland, 80 Anawan Road, Pawtucket, R.I.

Albert J. Ferland, 10 Alexander McGregor Road, Pawtucket, R.I.

J. Raymond Ferland, 120 Floral Park Blvd., Pawtucket, R.I.

Eugene H. Ferland, 136 Hyde Avenue, Pawtucket, R.I.

Armand A. Ferland, 44 Carriage Drive, Lincoln, R.I.

000428

* Fernand J. St. Germain, 121 Woodland Road, Woonsocket, R.I.

James A. O'Leary, 9 Mark Fore Drive, West Warwick, R.I.

Richard R. Ferland, 3041 Mendon Road, Cumberland, R.I.

Albert J. Ferland, Jr., 158 Greenslitt Avenue, Pawtucket, R.I.

Roland J. Ferland, 25 Arthur Avenue, East Providence, Rhode Island

* Under Power of Attorney granted in Section 29 of the Limited Partnership Agreement

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Pawtucket in said county, this 30th day of June, 1976, there personally appeared before me Roland O. Ferland, Armand J. Ferland, Albert J. Ferland, J. Raymond Ferland, Eugene H. Ferland, Armand A. Ferland, James A. O'Leary, Richard R. Ferland, Albert J. Ferland, Jr., and Roland J. Ferland, each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

NOTARY PUBLIC

00042

State of Rhode Island and Providence Plantations

Department of State

Office of the Secretary of State

I, FREDERICK A. MASSARO, First Deputy Secretary of State of the State of Rhode Island and Providence Plantations, hereby Certify that the aforegoing is a true copy of the original Certificate of Limited Partnership of Parkview Associates; the same being

taken from the records in this office and compared with the original Certificate filed in this office on the thirtieth day of June, A. D. 1976,

and now remaining on file and of record in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the State of Rhode Island, this thirtieth day of June A. D. 1976

Secretary of State

Ferland Corporation
TELEPHONE 401-728-0001
36 MONTICELLO ROAD PAWTUCKET, RHODE ISLAND 02861

December 19, 1985

Dear Vendor:

In accordance with Federal Tax Laws; we must file forms 1099 for payments we've made to vendors other than corporations, of at least $600.00. On the form 1099, we must furnish to the IRS the vendor's Federal Identification Number.

Taxpayer Identification Numbers are used to associate and verify amounts reported to the IRS with corresponding amounts on tax returns. Therefore, it is important that you furnish the correct Federal Identification Number (if incorporated) or social security number(most individuals) to us as soon as possible. Please fill in the appropriate box below, sign this letter and return it to my attention.

Failure to furnish the correct ID number to us may be subject to backup withholding at a 20% rate and a $50.00 penalty to the IRS.

Thank you for your cooperation.

Sincerely,

Lori-Ann DeLuca

Lori-Ann DeLuca
Accounting Operations Supervisor

_ _-_ _ _ _ _ _ _

Employer ID Number

OR

038-18-0067

_ _ _-_ _-_ _ _ _

Social Security Number

Certification-Under the penalties of perjury, I certidfy that the information on this form is true, correct, and complete.

_____ 12/30/85

Signature Date

000431

12/30/85

VAUSKON COMPANY
Real Estate Consulting

30 Montgolfier Road
Pawtucket, RI 02861
(401) 726-4200

9133 Collins Avenue
Surfside, FL 33154
(305) 866-3026

September 11, 1985

The Honorable F. J. St. Germain
2136 Rayburn House Office Bldg.
Washington, DC 20515

RE: Parkview Associates

Dear Fred:

I have just completed the additional secondary financing on Parkview and have enclosed a check which represents the proceeds of the new financing. Obviously with this distribution, next year will probably be a little thin but we hope to have a distribution twice in 1986.

I am working on a pro forma for 1986 and when I have finished it I will send one out to all of the partners.

It is always a pleasure to send out a check.

Sincerely,

Roland O. Ferland
General Partner

ROF/rmr
enclosure

Fred use it in good health
Talk to you later
Roy

PARKVIEW ASSOCIATES
30 Monticello Road
Pawtucket, RI 02861

July 24, 1985

TO: Armand J. Ferland
Albert J. Ferland
J. Raymond Ferland
Richard R. Ferland
Roland J. Ferland
Eugene H. Ferland
A. Austin Ferland
Albert J. Ferland, Jr.
F.J. St. Germain
J. A. O'Leary, Esq.

Dear Fred:

I am calling a meeting of the Parkview Associates to bring the Limited Partners up-to-date on what my thoughts are. Although it is not mandatory, I feel it is good practice that the Limited Partners know the status of all the projects.

The meeting will be held in the Ferland Corporation Board Room on Tuesday, August 6, 1985 at 11:30 A.M.

Please plan to attend.

Thanking you in advance, I remain,

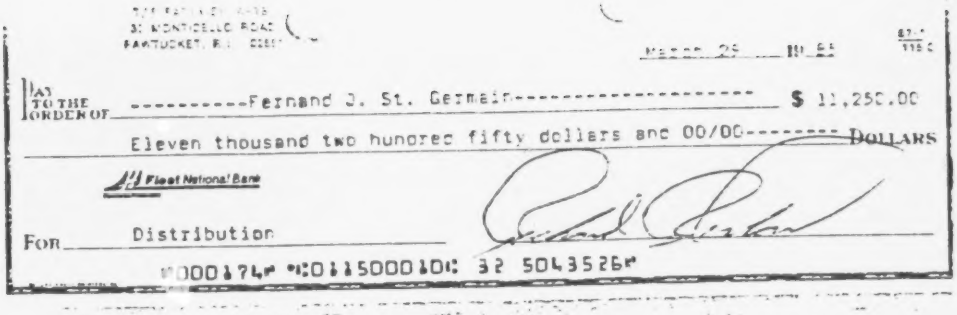
Sincerely,

Roland

Roland O. Ferland
General Partner

ROF/rmr
cc: R. Ferland, Jr.
W. Thornley

000431



[illegible]
35 MONTICELLO ROAD
PAWTUCKET, R.I. 02861

March 25 19 85

67-1
1153

PAY TO THE ORDER OF ----------Fernand J. St. Germain---------- $ 11,250.00

Eleven thousand two hundred fifty dollars and 00/00--------- DOLLARS

Fleet National Bank

FOR Distribution

⑈000174⑈ ⑆011500010⑆ 32 5043526⑈

000435

Reported 4/8/85

PARKVIEW ASSOCIATES
30 Monticello Road
Pawtucket, RI 02861

March 29, 1985

The Honorable F. J. St. Germain
2136 Rayburn House Office Bldg.
Washington, DC 20515

Dear Fred:

I am happy to report we can make the first distribution for 1985 on Parkview in the amount of $11,250.00 to you which represents your share of the partnership.

I hope to continue in 1985 and will be calling a meeting with the partners toward the end of May or the first week of June to review the future course of Parkview.

Sincerely,

Roland

Roland O. Ferland
General Partner

ROF/rmr
enclosure

PARKVIEW ASSOCIATES

Receipts

1/3/83	1,500.00
9/27/83	24,000.00
2/7/84	7,500.00
7/20/84	4,500.00
12/13/84	7,500.00

No 011702

AMOUNT

PAY EXACTLY ******* DOLLARS AND *** CENTS *******

A. Austin Ferland

Fleet National Bank

⑈011702⑈ ⑆011500010⑆ 34 5948278⑈

PLEASE PROVIDE VOUCHER NUMBER WHEN DIRECTING INQUIRIES

VENDOR NUMBER	INVOICE DATE	INVOICE NUMBER	VOUCHER NUMBER	COMPANY PAYING FOR	AMOUNT

000438

Personnel Loan
Ledger 10/01/62

LAND MANAGEMENT CO
T/F PARKVIEW APTS
30 MONTICELLO ROAD
PAWTUCKET, R.I. 02861

155

July 20 19 84

57-1
1150

Fernand J. St. Germain $ 4,500.00

Thousand Five Hundred 00/100 DOLLARS

Fleet National Bank

Roland A Ferland
A. Austin Ferland

art. Dist.

⑈000155⑈ ⑆011500010⑆ 32 5043526⑈

000440

PARKVIEW APARTMENTS
30 Monticello Road
Pawtucket, Rhode Island 02861

February 7, 1984

Dear Congressman:

Enclosed please find a distribution of surplus funds in the Parkview Management Account.

I am very happy that the project has been as successful as it has been and hope that it will continue.

Thanking you, I remain,

Sincerely,

Roland O. Ferland
General Partner

00044.

FERLAND MANAGEMENT CO
T/F PARKVIEW APTS
30 MONTICELLO ROAD
PAWTUCKET, R.I. 02861

139

87-1
1150

February 7 19 84

PAY TO THE ORDER OF Fernand St. Germain $ 7500.00

Seven thousand five hundred----------00/100 DOLLARS

Fleet National Bank

Part. Distr.

6779	12/17/82	( )	FERLAND CORPORATION	1,50000

Dep 1/3/83

00041

Ferland Corporation

No. 103919

12 20 82 ------1,500---DOLLARS AND--00--CENTS

FERNAND J. ST. GERMAIN

Fernand O. Ferland

⑈103919⑈ ⑆011500010⑆ 34 5948278⑈

000443

PARKVIEW ASSOCIATES
30 Monticello Road
Pawtucket, Rhode Island 02861

December 20, 1982

Congressman F. J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island 02895

Dear ~~Congressman St.~~ Germain:

As you know, Parkview Associates had a second mortgage with Ferland Corporation. I have secured outside financing to replace this mortgage. The approximate amount due Ferland Corporation is $239,000. I have secured a mortgage of $250,000 at very favorable rates, and have an $11,000 surplus, the difference between the amount received and the amount due.

I have authorized and am making a cash, tax-free distribution of $10,000 to the partners. The attached check represents your percentage of ownership in this distribution.

Hoping that you have a very Happy Holiday, and your family also, I remain,

Sincerely,

Roland O. Ferland
General Partner

ROF/ag

APPENDIX E

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into this 28th day of February, 1972, by and between FERNAND J. ST GERMAIN, of the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the SETTLOR, and MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, hereinafter referred to as the TRUSTEE.

1. This Trust shall be known as the CREPE TRUST.

2. The SETTLOR does hereby transfer and deliver to the TRUSTEE the sum of Twenty-eight Thousand Seven Hundred Thirty-eight Dollars ($28,738.00) TO HAVE AND TO HOLD the same together with any additional sums or property which SETTLOR may add to the Trust Estate created herein, for the uses and purposes and on the terms and conditions herein set forth.

3. The TRUSTEE shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

(a) During the lifetime of the SETTLOR the TRUSTEE shall pay the SETTLOR as the sole beneficiary of the Trust the entire net income from the Trust Estate in convenient installments to said beneficiary or otherwise as said beneficiary may from time to time direct in writing, and the TRUSTEE shall also pay to said beneficiary such part or all of the principal of the Trust Estate as said beneficiary shall request from time to

time in writing. If at any time or times said beneficiary is under a legal disability, by reason of illness, mental or physical, and is unable to properly manage his affairs, the TRUSTEE shall use the income and part or all of the principal of the Trust Estate as is necessary or advisable, in manner he deems best for the care, support, and comfort of the said beneficiary.

(b) In the event of the death of the said beneficiary, the TRUSTEE shall pay and distribute the principal of the Trust Estate, together with any undistributed income to the estate of said beneficiary.

4. The TRUSTEE shall have the following powers and discretions in addition to any conferred by law:

(a) To invest the Trust Estate in the acquisition of real estate situated at 1045 Reservoir Avenue, in the City of Cranston, Rhode Island, in the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), and real estate situated at 228 Meeting Street, in the City of Providence, Rhode Island, in the sum of Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00). Said SETTLOR has reviewed the Purchase Agreement and Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR

does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Master Lease in the name of the CREPE TRUST, created hereunder.

(b) Said TRUSTEE is further authorized, directed and empowered to execute the promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Fifty-two Thousand Eight Hundred Dollars ($252,800.00) in connection with the acquisition of the premises in the City of Cranston and an additional promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Ninety-nine Thousand Dollars ($299,000.00) in connection with the acquisition of the premises in the City of Providence.

(c) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said INDUSTRIAL NATIONAL BANK OF RHODE ISLAND mortgages to secure the promissory notes referred to in Paragraph (b), together with an Assignment of Rents, copy of which is annexed hereto, and ratified by the SETTLOR.

(d) The TRUSTEE is further authorized, directed and empowered to sell, exchange, lease, mortgage or improve any real estate comprising the Trust Estate, upon such terms as he may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments

001519

relating thereto. Any lease may be made for such period of time as the TRUSTEE may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing, and without the approval of any court.

(e) Said TRUSTEE is authorized and empowered to vote in person or by proxy upon securities which may be held by the said TRUSTEE and in such connection to delegate his discretionary powers.

5. TRUSTEE, without regard to any legal restrictions otherwise applicable to trustees, shall be entitled:

(a) To act in any jurisdiction, without bond or other surety to insure the faithful performance of his fiduciary duties.

(b) To rely upon any document or other paper, if believed by him to be genuine, and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction based thereon.

(c) To assume in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

(d) To continue to have or exercise after the

001520

termination of this trust, in whole or in part, and until the final distribution thereof, all the title, powers, discretion, rights, and duties conferred or imposed upon the Trustee by law or by this agreement during the existence of the Trust.

(e) To use his best judgment in exercising the powers, discretions, and rights conferred by this agreement or in performing the duties imposed upon the TRUSTEE by law and, in order to feel free in doing so, to be exempt from liability for any action taken or omitted in good faith.

(f) To employ agents, depositories, and lawyers, to delegate to them discretionary powers, if need be, and to compensate them for their services.

(g) To reimburse himself from the Trust Estate for all reasonable expenses incurred in the administration thereof.

(h) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(i) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, pledges, security agreements, transfers, or other changes affecting the Trust Estate held by him, and in such connection to delegate his discretionary powers and to pay for taxes, assessments, insurance, repairs, improvements

as the same may become necessary and in the event the tenant under the Master Lease shall fail to attend to the same.

(j) To extend or modify the terms of a promissory note or mortgage; to protect or redeem any property from forfeiture for nonpayment of taxes of other liens; and generally to exercise as to such property all powers that an absolute owner might exercise.

(k) To retain any property acquired in connection with the foregoing provisions, whether or not such property shall be authorized by the laws of the State of Rhode Island, or of any other jurisdiction for trust investments.

(l) To make any division or distribution required by this Agreement in cash or in other property, real or personal, or partly in cash and partly in property.

(m) No person or corporation dealing with the TRUSTEE shall be required to investigate the TRUSTEE's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

6. The compensation of the TRUSTEE shall, during the lifetime of the beneficiary, be in such amount as is consented to and authorized by the beneficiary. In the event of the death of the beneficiary during the continuation of this Trust, or during any periods when the beneficiary is deemed incompetent and unable to manage his own affairs, the TRUSTEE shall be

entitled to the same compensation to which the sole testamentary Trustee would be entitled under the laws of the State of Rhode Island, without judicial authorization.

7. This Trust has been accepted by the TRUSTEE in the State of Rhode Island and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of said State.

8. The SETTLOR-beneficiary may, from time to time by instrument signed, acknpwledged, and delivered to the TRUSTEE, modify, amend, or revoke, in whole or in part, this Indenture of Trust hereby created. To the extent thus revoked, the TRUSTEE shall deliver the trust estate, or any part thereof, in accordance with such amendment or revocation, upon receiving a proper receipt and release, and the TRUSTEE shall execute and deliver any instrument required to release all interest of the TRUSTEE in such property. No modification shall increase the TRUSTEE's obligations without his consent in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture of Trust the day and year above written.

Fernand J. St Germain, Settlor

Michael A. Abatuno, Trustee

001523

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, by an Indenture of Trust dated February 28, 1972, I, FERNAND J. ST. GERMAIN, of the City of Woonsocket, in the County of Providence and State of Rhode Island, created the Crepe Trust, so-callpd, and designated Michael A.Abatuno as Trustee thereof; and

WHEREAS, I did, on both April 7, 1972, and on July 28, 1972, amend and modify Paragraph 4. of the said Indenture of Trust by conferring additional power and discretion on the Trustee; and

WHEREAS, by further amendment to said Indenture of Trust adopted December 26, 1973, I reserved the right to appoint a successor Trustee upon the occurrence of certain specified events, including the resignation by the Trustee of his office as Trustee of the Crepe Trust; and

WHEREAS, pursuant to the right so reserved by me, I did on December 28, 1973, upon the resignation of Michael A. Abatuno as Trustee of the Crepe Trust, appoint William Halliwell as successor Trustee; and

WHEREAS, William Halliwell did on April 14, 1976, resign his office as Trustee of the Crepe Trust; and

WHEREAS, pursuant to the right so reserved by me, I did on April 14, 1976, upon the resignation of William Halliwell as Trustee of the Crepe Trust, appoint Sheldon L. Gerber as successor Trustee; and

WHEREAS, Sheldon L. Gerber did on April 24, 1978, resign his office as Trustee of the Crepe Trust.

002021

NOW, THEREFORE, pursuant to the right so reserved by me in the Indenture of Trust as amended, I do hereby designate and appoint CHARLES S. SOKOLOFF, of the City of Warwick, in the County of Kent and State of Rhode Island, as successor Trustee of the Crepe Trust.

WITNESS my hand this 24th day of April, 1978.

Fernand J. St. Germain

002022

APPOINTMENT OF SUCCESSOR TRUSTEE

December 28, 1973

WHEREAS, by an Indenture of Trust dated February 28, 1972, I, FERNAND J. ST. GERMAIN, of the City of Woonsocket, in the County of Providence and State of Rhode Island, created the Crepe Trust, so-called, and designated Michael A. Abatuno as Trustee thereof; and

WHEREAS, I reserved the right to revoke, amend or modify the provisions of the Indenture of Trust at any time; and

WHEREAS, I did, on both April 7, 1972, and on July 28, 1972, amend and modify Paragraph 4. of the said Trust instrument by conferring additional power and discretion on the Trustee; and

WHEREAS, I did, on December 26, 1973, further amend and modify the Indenture of Trust by reserving the right to appoint a successor Trustee upon the occurrence of certain events, one of which is the Trustee's resignation of his office under the Crepe Trust; and

WHEREAS, Michael A. Abatuno did, on December 27, 1973, resign his office as Trustee of the Crepe Trust.

NOW, THEREFORE, pursuant to the power reserved by me in Paragraph 9. of the said Indenture of Trust, as amended, I do hereby appoint William Halliwell, of the Town of North Smithfield, in the County of Providence and State of Rhode Island, as successor Trustee of the Crepe Trust.

002023

Fernand J. St. Germain

ACCEPTANCE OF APPOINTMENT

I, CHARLES S. SOKOLOFF, of the City of Providence, in the County of Providence and State of Rhode Island, do hereby accept the appointment as successor Trustee of the Crepe Trust, and in recognition of the fact that as successor Trustee I am vested, pursuant to Paragraph 9. of said Indenture of Trust as amended, with all the right, title and interest of my predecessor in and to the real and personal property comprising the trust estate and with all the powers, privileges, immunities and discretions granted to or bestowed upon him, I do hereby covenant and agree to perform all the duties, obligations and covenants on the Trustee's part to be performed and observed under the said Indenture of Trust and the amendments thereto.

WITNESS my hand this 24th day of April, 1978.

Charles S. Sokoloff

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 24th day of April, 1978, before me personally appeared CHARLES S. SOKOLOFF, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed.

Notary Public

002024

My Commission expires June 30, 1981

December 28, 1973

I, WILLIAM HALLIWELL, hereby accept the appointment as successor Trustee of the Cre[illegible]nd in recognition of the fact that as successor Trustee I [illegible]ed, pursuant to the said Paragraph 9., with all the right title and interest of my predecessor in and to the real and personal property comprising the trust estate and with all the powers, privileges, immunities and discretions granted to or imposed on him, I do hereby covenant to perform and observe all the duties, obligations and covenants on the Trustee's part to be performed and observed under the aforesaid Indenture of Trust and amendments thereto.

William Halliwell

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 28th day of December, 1973, before me personally appeared FERNAND J. ST. GERMAIN, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

002025

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In [illegible], in said County and State, on the [illegible]th day of [illegible]ember, 1973, before me personally appeared WILLIAM HALLIWELL, to me known and known by me to be the person

who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

002026

RESIGNATION OF TRUSTEE

December 27, 1973

I hereby resign as Trustee under the Crepe Trust, so-called, created by an Indenture of Trust dated February 28, 1972, and executed by Fernand J. St. Germain as "Settlor" and Michael A. Abatuno as "Trustee".

Michael A. Abatuno

Michael A. Abatuno

I hereby acknowledge receipt of the resignation of Michael A. Abatuno as Trustee under the Crepe Trust.

Fernand J. St. Germain

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 27th day of December, 1973 before me personally appeared FERNAND J. ST. GERMAIN, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Beau Ray Dion

Notary Public

STATE OF RHODE ISLAND

002027

COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 27th day of December, 1973, before me personally appeared

MICHAEL A. ABATUNO, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

002028

RESIGNATION OF TRUSTEE

As successor to William Halliwell as Trustee of that certain Trust created by an Indenture of Trust dated February 28, 1972 by and between Fernand J. St. Germain as "Settlor" and William Halliwell as "Trustee", and known as the Crepe Trust, I hereby resign as Trustee of said Crepe Trust, my resignation to be effective immediately.

WITNESS my hand this 24th day of April, 1978.

Sheldon L. Gerber

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 24th day of April, 1978, before me personally appeared SHELDON L. GERBER, to me known and known by me to bethe person who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

My Commission expires June 30, 1983

ACCEPTANCE OF RESIGNATION

As Settlor of the aforesaid Crepe Trust, I hereby acknowledge receipt this day of the resignation of Sheldon L. Gerber as Trustee of the Crepe Trust.

Fernand J. St. Germain

002029

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence, in said County and State, on the 24th day of April, 1978, before me personally appeared FERNAND J. ST. GERMAIN, to me known and known by me to be the person who executed the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Notary Public

My Commission expires June 30, 1981

002030

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into this 28th day of February, 1972, by and between FERNAND J. ST GERMAIN, of the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the SETTLOR, and MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, hereinafter referred to as the TRUSTEE.

1. This Trust shall be known as the CREPE TRUST.

2. The SETTLOR does hereby transfer and deliver to the TRUSTEE the sum of Twenty-eight Thousand Seven Hundred Thirty-eight Dollars ($28,738.00) TO HAVE AND TO HOLD the same together with any additional sums or property which SETTLOR may add to the Trust Estate created herein, for the uses and purposes and on the terms and conditions herein set forth.

3. The TRUSTEE shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

(a) During the lifetime of the SETTLOR the TRUSTEE shall pay the SETTLOR as the sole beneficiary of the Trust the entire net income from the Trust Estate in convenient installments to said beneficiary or otherwise as said beneficiary may from time to time direct in writing, and the TRUSTEE shall also pay to said beneficiary such part or all of the principal of the Trust Estate as said beneficiary shall reque[illegible] from time to

002060

time in writing. If at any time or times said beneficiary is under a legal disability, by reason of illness, mental or physical, and is unable to properly manage his affairs, the TRUSTEE shall use the income and part or all of the principal of the Trust Estate as is necessary or advisable, in manner he deems best for the care, support, and comfort of the said beneficiary.

(b) In the event of the death of the said beneficiary, the TRUSTEE shall pay and distribute the principal of the Trust Estate, together with any undistributed income to the estate of said beneficiary.

4. The TRUSTEE shall have the following powers and discretions in addition to any conferred by law:

(a) To invest the Trust Estate in the acquisition of real estate situated at 1045 Reservoir Avenue, in the City of Cranston, Rhode Island, in the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), and real estate situated at 228 Meeting Street, in the City of Providence, Rhode Island, in the sum of Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00). Said SETTLOR has reviewed the Purchase Agreement and Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR

002061

does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Master Lease in the name of the CREPE TRUST, created hereunder.

(b) Said TRUSTEE is further authorized, directed and empowered to execute the promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Fifty-two Thousand Eight Hundred Dollars ($252,800.00) in connection with the acquisition of the premises in the City of Cranston and an additional promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Ninety-nine Thousand Dollars ($299,000.00) in connection with the acquisition of the premises in the City of Providence.

(c) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said INDUSTRIAL NATIONAL BANK OF RHODE ISLAND mortgages to secure the promissory notes referred to in Paragraph (b), together with an Assignment of Rents, copy of which is annexed hereto, and ratified by the SETTLOR.

(d) The TRUSTEE is further authorized, directed and empowered to sell, exchange, lease, mortgage or improve any real estate comprising the Trust Estate, upon such terms as he may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments

002062

relating thereto. Any lease may be made for such period of time as the TRUSTEE may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing, and without the approval of any court.

(e) Said TRUSTEE is authorized and empowered to vote in person or by proxy upon securities which may be held by the said TRUSTEE and in such connection to delegate his discretionary powers.

5. TRUSTEE, without regard to any legal restrictions otherwise applicable to trustees, shall be entitled:

(a) To act in any jurisdiction, without bond or other surety to insure the faithful performance of his fiduciary duties.

(b) To rely upon any document or other paper, if believed by him to be genuine, and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction based thereon.

(c) To assume in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

(d) To continue to have or exercise after the

002063

termination of this trust, in whole or in part, and until the final distribution thereof, all the title, powers, discretion, rights, and duties conferred or imposed upon the Trustee by law or by this agreement during the existence of the Trust.

(e) To use his best judgment in exercising the powers, discretions, and rights conferred by this agreement or in performing the duties imposed upon the TRUSTEE by law and, in order to feel free in doing so, to be exempt from liability for any action taken or omitted in good faith.

(f) To employ agents, depositories, and lawyers, to delegate to them discretionary powers, if need be, and to compensate them for their services.

(g) To reimburse himself from the Trust Estate for all reasonable expenses incurred in the administration thereof.

(h) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(i) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, pledges, security agreements, transfers, or other changes affecting the Trust Estate held by him, and in such connection to delegate his discretionary powers and to pay for taxes, assessments, insurance, repairs, improvements

002064

as the same may become necessary and in the event the tenant under the Master Lease shall fail to attend to the same.

(j) To extend or modify the terms of a promissory note or mortgage; to protect or redeem any property from forfeiture for nonpayment of taxes or other liens; and generally to exercise as to such property all powers that an absolute owner might exercise.

(k) To retain any property acquired in connection with the foregoing provisions, whether or not such property shall be authorized by the laws of the State of Rhode Island, or of any other jurisdiction for trust investments.

(l) To make any division or distribution required by this Agreement in cash or in other property, real or personal, or partly in cash and partly in property.

(m) No person or corporation dealing with the TRUSTEE shall be required to investigate the TRUSTEE's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

6. The compensation of the TRUSTEE shall, during the lifetime of the beneficiary, be in such amount as is consented to and authorized by the beneficiary. In the event of the death of the beneficiary during the continuation of this Trust, or during any periods when the beneficiary is deemed incompetent and unable to manage his own affairs, the TRUSTEE shall be

 002065

entitled to the same compensation to which the sole testamentary Trustee would be entitled under the laws of the State of Rhode Island, without judicial authorization.

7. This Trust has been accepted by the TRUSTEE in the State of Rhode Island and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of said State.

8. The SETTLOR-beneficiary may, from time to time by instrument signed, acknowledged, and delivered to the TRUSTEE, modify, amend, or revoke, in whole or in part, this Indenture of Trust hereby created. To the extent thus revoked, the TRUSTEE shall deliver the trust estate, or any part thereof, in accordance with such amendment or revocation, upon receiving a proper receipt and release, and the TRUSTEE shall execute and deliver any instrument required to release all interest of the TRUSTEE in such property. No modification shall increase the TRUSTEE's obligations without his consent in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture of Trust the day and year above written.

Fernand J. St Germain, Settlor

Michael A. Abatuno, Trustee

002066

INTERNATIONAL I[illegible]RIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
~~JULY 30, 1971~~ AUG 29, 1971

ED RES.

BOB DAVIS

Summary			In Escrow				
Company	Number Of Units	Net Book Value	Available For Sale	N.B.V.	Selling Price	Under Negotiation	Encumbrance
IHOP	38	$ ~~10,213.4~~ 10,133.8	$ 2,753.3	$ 2,345.0	$ 2,578.0	$ 5,115.1	$ 2,983.9
OHOP	34	~~10,088.8~~ 10,012.4	6,880.7			3,216.1 (C)	484.1
Copper Penny (Divis. 21)	3	~~945.1~~ 1051.3	1,067.5 (A)				559.5
Cyman	6	~~1,395.8~~ 1405.5 1290.7	575.7	820.1	823.9		479.4
Sawyer	19	~~3,883.6~~ 3846.9	3,684.5	199.1	208.1		795.6
URA	30	~~2,304.0~~ 2291.2	59.1	306.0	338.6	1,986.9 (D)	324.1
	130	~~28,830.7~~ 28,636.1 28 758.1	$ 15,020.8 (A)	$ 3,670.2	$ 3,948.6	$ 10,318.1 (B)	$ 5,626.6

714

2392

(A) Includes $122.4 estimated costs to complete.
(B) Includes $ 56.0 estimated costs to complete.
(C) Includes $ 8.0 estimated costs to complete
(D) Includes $ [illegible] estimated costs to complete.

2408

715

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

57-1
115

PROVIDENCE, RHODE ISLAND

90629601

DATE February 28, 1972

PAY TO THE ORDER OF Michael A. Abatuno, Trustee U/I/T 2/28/72 $ 28,738.00

IND. NAT'L BANK $28738 AND 00 CTS

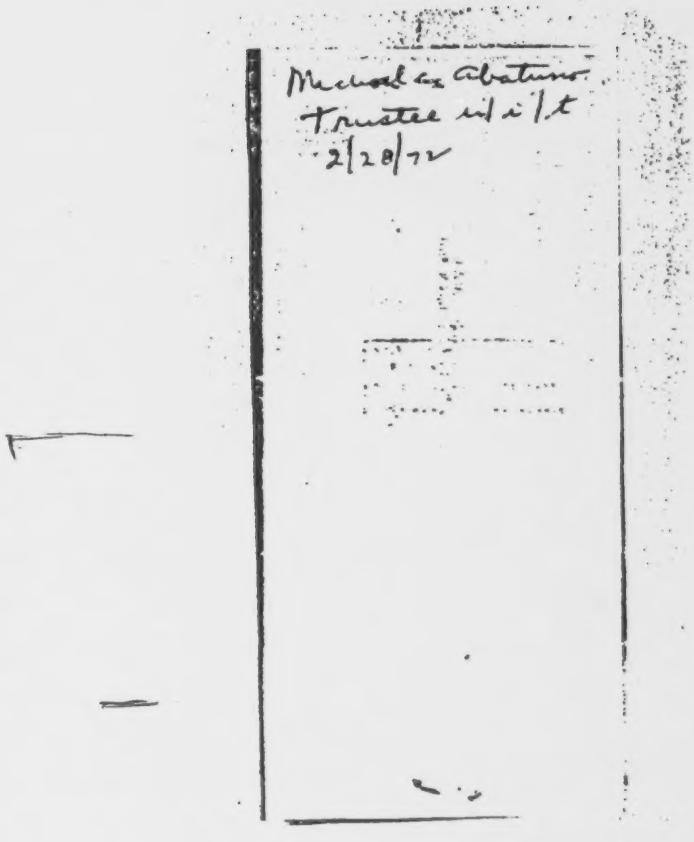
re: Fernand St Germain

A. E. Allard

Cashier's Check

AUTHORIZED SIGNATURES

⑈906296013⑈ ⑆0115⑆0001⑆ 10 2000016⑈


Mechanical Abatement
Trustee mtg
2/28/72

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into this 28th day of February, 1972, by and between FERNAND J. ST GERMAIN, of the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the SETTLOR, and MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, hereinafter referred to as the TRUSTEE.

1. This Trust shall be known as the CREPE TRUST.

2. The SETTLOR does hereby transfer and deliver to the TRUSTEE the sum of Twenty-eight Thousand Seven Hundred Thirty-eight Dollars ($28,738.00) TO HAVE AND TO HOLD the same together with any additional sums or property which SETTLOR may add to the Trust Estate created herein, for the uses and purposes and on the terms and conditions herein set forth.

3. The TRUSTEE shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

(a) During the lifetime of the SETTLOR the TRUSTEE shall pay the SETTLOR as the sole beneficiary of the Trust the entire net income from the Trust Estate in convenient installments to said beneficiary or otherwise as said beneficiary may from time to time direct in writing, and the TRUSTEE shall also pay to said beneficiary such part or all of the principal of the Trust Estate as said beneficiary shall request from time to

time in writing. If at any time or times said beneficiary is under a legal disability, by reason of illness, mental or physical, and is unable to properly manage his affairs, the TRUSTEE shall use the income and part or all of the principal of the Trust Estate as is necessary or advisable, in manner he deems best for the care, support, and comfort of the said beneficiary.

(b) In the event of the death of the said beneficiary, the TRUSTEE shall pay and distribute the principal of the Trust Estate, together with any undistributed income to the estate of said beneficiary.

4. The TRUSTEE shall have the following powers and discretions in addition to any conferred by law:

(a) To invest the Trust Estate in the acquisition of real estate situated at 1045 Reservoir Avenue, in the City of Cranston, Rhode Island, in the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), and real estate situated at 228 Meeting Street, in the City of Providence, Rhode Island, in the sum of Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00). Said SETTLOR has reviewed the Purchase Agreement and Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR

does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Master Lease in the name of the CREPE TRUST, created hereunder.

(b) Said TRUSTEE is further authorized, directed and empowered to execute the promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Fifty-two Thousand Eight Hundred Dollars ($252,800.00) in connection with the acquisition of the premises in the City of Cranston and an additional promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Ninety-nine Thousand Dollars ($299,000.00) in connection with the acquisition of the premises in the City of Providence.

(c) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said INDUSTRIAL NATIONAL BANK OF RHODE ISLAND mortgages to secure the promissory notes referred to in Paragraph (b), together with an Assignment of Rents, copy of which is annexed hereto, and ratified by the SETTLOR.

(d) The TRUSTEE is further authorized, directed and empowered to sell, exchange, lease, mortgage or improve any real estate comprising the Trust Estate, upon such terms as he may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments

relating thereto. Any lease may be made for such period of time as the TRUSTEE may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing, and without the approval of any court.

(e) Said TRUSTEE is authorized and empowered to vote in person or by proxy upon securities which may be held by the said TRUSTEE and in such connection to delegate his discretionary powers.

5. TRUSTEE, without regard to any legal restrictions otherwise applicable to trustees, shall be entitled:

(a) To act in any jurisdiction, without bond or other surety to insure the faithful performance of his fiduciary duties.

(b) To rely upon any document or other paper, if believed by him to be genuine, and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction based thereon.

(c) To assume in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

(d) To continue to have or exercise after the

termination of this trust, in whole or in part, and until the final distribution thereof, all the title, powers, discretion, rights, and duties conferred or imposed upon the Trustee by law or by this agreement during the existence of the Trust.

(e) To use his best judgment in exercising the powers, discretions, and rights conferred by this agreement or in performing the duties imposed upon the TRUSTEE by law and, in order to feel free in doing so, to be exempt from liability for any action taken or omitted in good faith.

(f) To employ agents, depositories, and lawyers, to delegate to them discretionary powers, if need be, and to compensate them for their services.

(g) To reimburse himself from the Trust Estate for all reasonable expenses incurred in the administration thereof.

(h) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(i) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, pledges, security agreements, transfers, or other changes affecting the Trust Estate held by him, and in such connection to delegate his discretionary powers and to pay for taxes, assessments, insurance, repairs, improvements

as the same may become necessary and in the event the tenant under the Master Lease shall fail to attend to the same.

(j) To extend or modify the terms of a promissory note or mortgage; to protect or redeem any property from forfeiture for nonpayment of taxes of other liens; and generally to exercise as to such property all powers that an absolute owner might exercise.

(k) To retain any property acquired in connection with the foregoing provisions, whether or not such property shall be authorized by the laws of the State of Rhode Island, or of any other jurisdiction for trust investments.

(l) To make any division or distribution required by this Agreement in cash or in other property, real or personal, or partly in cash and partly in property.

(m) No person or corporation dealing with the TRUSTEE shall be required to investigate the TRUSTEE's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

6. The compensation of the TRUSTEE shall, during the lifetime of the beneficiary, be in such amount as is consented to and authorized by the beneficiary. In the event of the death of the beneficiary during the continuation of this Trust, or during any periods when the beneficiary is deemed incompetent and unable to manage his own affairs, the TRUSTEE shall be

entitled to the same compensation to which the sole testamentary Trustee would be entitled under the laws of the State of Rhode Island, without judicial authorization.

7. This Trust has been accepted by the TRUSTEE in the State of Rhode Island and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of said State.

8. The SETTLOR-beneficiary may, from time to time by instrument signed, acknpwledged, and delivered to the TRUSTEE, modify, amend, or revoke, in whole or in part, this Indenture of Trust hereby created. To the extent thus revoked, the TRUSTEE shall deliver the trust estate, or any part thereof, in accordance with such amendment or revocation, upon receiving a proper receipt and release, and the TRUSTEE shall execute and deliver any instrument required to release all interest of the TRUSTEE in such property. No modification shall increase the TRUSTEE's obligations without his consent in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture of Trust the day and year above written.

Fernand J St Germain, Settlor

Michael A. Abatuno, Trustee

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments. personally appeared Fernand J. St Germain, Settlor under Indenture of Trust dated February 28, 1972, as amended, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, and his own free act and deed in his capacity as Settlor.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of December, 1972.

Vincent J. Chisholm
Notary Public

My commission expires:

June 30 1976

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments. personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, as amended, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the CREPE TRUST.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of December, 1972.

Vincent J. Chisholm
Notary Public

My Commission Expires:

June 30, 1976

BOOK 391 PAGE 51 ( )

KNOW ALL MEN BY THESE PRESENTS,

That MICHAEL A. ABATUNO of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST whether one or more, hereinafter called the "mortgagor", in consideration of

Two Hundred Fifty Five Thousand ($255,000.00) Dollars

to me paid by INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, a national banking association organized and existing under the laws of the United States of America, with its principal place of business in the City and County of Providence, in the State of Rhode Island, hereinafter called the "mortgagee", the receipt whereof is hereby acknowledged, does hereby grant to the mortgagee, its successors and assigns forever, to secure the payment of the principal and interest of a certain promissory note of the mortgagor of even date herewith and bearing the serial number hereof and hereinafter sometimes called the "note", the following described real estate:

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 on that plat entitled, "FOREST HILLS NO 2 CRANSTON, R. I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY,1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

Said tract is bounded and described as follows: Beginning at a point in the southeasterly line of Knollwood Avenue 50 feet, more or less, southwesterly from the southwesterly line of Bridgton Road, said point of beginning being at the southwesterly corner of land now or lately of Automobile Club of Rhode Island and the northwesterly corner of the premises herein described, and running thence southeasterly bounding northeasterly on said last named land 200 feet to Reservoir Avenue; thence turning and running southwesterly bounding southeasterly on said Reservoir Avenue 100 feet to land now or lately of Joseph Goldstein et al; thence turning and running northwesterly bounding southwesterly in part on said Goldstein land and in part on land now or lately of Forest Hills Nurseries Inc. 200 feet to Knollwood Avenue; thence turning and running northeasterly bounding northwesterly on said Knollwood Avenue 100 feet to said Automobile Club of Rhode Island land and the point or place of beginning.

This mortgage is made subject to restrictions of record and taxes assessed December 31, 1971.

This mortgage is given to correct deficiencies contained in that mortgage from this mortgagor to this mortgagee recorded in the Records of Land Evidence of the City of Cranston on the 7th day of March, 1972 at 12:52 p.m.

002152

including all buildings and improvements thereon, or that may hereafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to, or used in connection with said real estate, all of which are hereinafter sometimes called the "premises".

TO HAVE AND TO HOLD the premises unto and to the use of the mortgagee, its successors and assigns, forever.

money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale; and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power or substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple; and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses, incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid, and all premiums for insurance, and all other sums either theretofore paid by the mortgagee, or then remaining unpaid, rendering and paying the surplus of said purchase moneys, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges to the mortgagor, which sale or sales shall forever be a perpetual bar both in law and equity against the said mortgagor and all persons claiming said premises so sold by, from or under the mortgagor.

This mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors and assigns of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid, releases to the mortgagee all right of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 26th day of June, 1972

Executed in presence of

Michael A. Abatuno, Trustee

.....

.....

.....

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 26th day of June, 1972, before me personally appeared the above named Michael A. Abatuno, in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Alfred E. Tolbrookian
Notary Public

Recorded JUN 26 1972 at 2:22 P.M.

Witness David L. Friedman City Clerk

CORPORATE ACKNOWLEDGMENT

002153

STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the part executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

KNOW ALL MEN BY THESE PRESENTS,

That MICHAEL A. ABATUNO of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST

whether one or more, hereinafter called the "mortgagor", in consideration of Two Hundred fifty-five Thousand ($255,000.00) Dollars to me paid by INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, a national banking association organized and existing under the laws of the United States of America, with its principal place of business in the City and County of Providence, in the State of Rhode Island, hereinafter called the "mortgagee", the receipt whereof is hereby acknowledged, does hereby grant to the mortgagee, its successors and assigns forever, to secure the payment of the principal and interest of a certain promissory note of the mortgagor of even date herewith and bearing the serial number hereof and hereinafter sometimes called the "note", the following described real estate:

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 on that plat entitled, "FOREST HILLS NO 2 CRANSTON, R. I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY, 1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

Said tract is bounded and described as follows: Beginning at a point in the southeasterly line of Knollwood Avenue 50 feet, more or less, southwesterly from the southwesterly line of Bridgton Road, said point of beginning being at the southwesterly corner of land now or lately of Automobile Club of Rhode Island and the northwesterly corner of the premises herein described, and running thence southeasterly bounding northeasterly on said last named land 200 feet to Reservoir Avenue; thence turning and running southwesterly bounding southeasterly on said Reservoir Avenue 100 feet to land now or lately of Joseph Goldstein et al; thence turning and running northwesterly bounding southwesterly in part on said Goldstein land and in part on land now or lately of Forest Hills Nurseries Inc. 200 feet to Knollwood Avenue; thence turning and running northeasterly bounding northwesterly on said Knollwood Avenue 100 feet to said Automobile Club of Rhode Island land and the point or place of beginning.

This mortgage is made subject to restrictions of record and taxes assessed December 31, 1971.

including all buildings and improvements thereon, or that may hereafter be erected thereon; together with the hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to, or used in connection with said real estate, all of which are hereinafter sometimes called the "premises".

TO HAVE AND TO HOLD the premises unto and to the use of the mortgagee, its successors and assigns, forever.

002154

The mortgagor hereby covenants and agrees with the mortgagee,

1. That the mortgagor is the true, sole and lawful owner of the premises; that the mortgagor is lawfully seized and possessed of the same in fee simple; that the same are free from all encumbrances except [illegible] and the mortgagor has good right, full power and lawful authority to sell and convey the same to the mortgagee;

2. That the mortgagee shall at all times hereafter peaceably and quietly have and enjoy the premises;

3. That the mortgagor will warrant and defend the same to the mortgagee forever against the lawful claims and demands of all persons, except as aforesaid;

4. That the mortgagor, in case a sale shall be made under the power of sale hereinafter contained, will upon request, execute, acknowledge and deliver to the purchaser or purchasers such deed or deeds of confirmation of said sale as may be required;

5. That the mortgagor shall not cause or permit strip or waste;

6. That the mortgagor shall pay to the mortgagee all reasonable costs, fees and expenses (including reasonable counsel fees) suffered or incurred by the mortgagee in the enforcement, exercise or defense of any of the powers hereunder or in collecting the indebtedness hereby secured, and all taxes and assessments now or hereafter assessed, imposed or constituting a lien upon the mortgage or upon the mortgagee in respect of the debt or the note or the mortgage debt, whether under statutes now in force or that may be hereafter enacted, and all sums expended by the mortgagee in making any repairs to the premises which the mortgagor is bound but without obligation so to do, may make in keeping the premises in good condition and repair, all of which sums shall be secured by this mortgage and shall bear interest at the rate provided in the note upon the mortgage indebtedness until payment thereof;

7. That the mortgagor shall keep and perform those additional covenants and agreements set forth in a STATEMENT OF COVENANTS AND AGREEMENTS, a copy thereof having this day been delivered to the mortgagor, the receipt whereof is hereby acknowledged, the exact terms of which are recorded in said Mortgage Book , at page , said covenants and agreements being hereby incorporated by reference and made a part of this mortgage;

8. That no waiver, forebearance, extension of time or indulgence shown by the mortgagee to the mortgagor or any other person now or hereafter interested herein or in the premises or in the note with respect to any or any combination of conditions, covenants or agreements on the part of the mortgagor to be paid, performed or observed as set forth or referred to herein or in the note will affect the right of the mortgagee thereafter to require payment, performance or observance of the same or of any other covenant, condition or agreement;

9. That if this instrument be signed by more than one party as mortgagor, the obligations created hereby shall be both joint and several;

10. That the mortgagor does hereby assign to the mortgagee all rents due or to become due in the future from the occupants of the premises, or any part thereof, on any existing or future lease or tenancy, hereby authorizing and appointing the mortgagee its true and lawful attorney, with full power of substitution and revocation, to sue for and collect the same at any time and from time to time when any default exists hereunder;

11. That the entire indebtedness shall become due and payable, at the option of the holder hereof, without notice, upon the alienation of the premises, or any part thereof, or upon the occurrence of any default described in the note;

12. PROVIDED, NEVERTHELESS, that if the mortgagor shall pay to the mortgagee the principal sum, together with interest, in the manner and at the time or times specified in the note, and shall pay, perform and observe all of the other covenants, agreements and conditions set forth herein or in the note on the part of the mortgagor to be paid, performed or observed, then this deed, as also the note, shall become and be absolutely void to all intents and purposes whatsoever.

13. BUT IF DEFAULT shall be made in the payment of the indebtedness secured hereby or any part thereof, or of the interest thereon, at the times and in the manner aforesaid, or of the taxes or assessments aforesaid as the same first become payable, or of any or either of them or of any part thereof, or if breach shall be made in any of the covenants contained in this mortgage or the note, then it shall be lawful for the mortgagee to sell, together or in parcels, all and singular the premises hereby granted, or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the mortgagor therein at public auction upon the premises, or any part thereof, or elsewhere at the option of the mortgagee as described in the notice of sale, and to bid for and become the purchaser at any such sale, and no purchaser at such sale shall be answerable for the application of the purchase money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale, and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power or substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple; and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses, incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid,

729

Recording Mr. Fred Pahl

Instructions and Record 002156

Run Title To _____

File Number _____

Location Crowton

Name Crepe

RECORD THE FOLLOWING:

Date Recorded 4-10-73

Correction & MTG. Time 1:02 pm

Time _____

Time _____

Time _____

STAMPS: AMOUNT _____ Check No. _____

RECORDING: AMOUNT 6.00 Check No. 1684

INSTRUCTIONS change returned

AGREEMENT

WHEREAS the undersigned has executed and delivered to Industrial National Bank of Rhode Island, hereinafter called the "Bank", a real estate mortgage dated March 7, 1972 and recorded in the Records of Land Evidence or the Records of Real Estate Mortgages of the City of Cranston in Book 389 at page 925; and

WHEREAS said real estate mortgage contained a reference to a STATEMENT OF COVENANTS AND AGREEMENTS; and

WHEREAS said mortgage should have recited that the exact terms of said STATEMENT OF COVENANTS AND AGREEMENTS are on record in said Cranston in Mortgage Book 272 at page 105;

NOW THEREFORE in consideration of the mortgage loan by the Bank to the undersigned and for other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned agrees that the said STATEMENT OF COVENANTS AND AGREEMENTS on record in said Cranston in Mortgage Book 272 at page 105 are the Covenants and Agreements referred to in said mortgage deed, a copy of which were received by the undersigned at the time of the execution thereof.

IN WITNESS WHEREOF these presents have been executed on the 9th day of April, 1973

Michael A. Abatuno Trustee

Michael A. Abatuno, Trustee
U/I/T Dated 2/28/72 known as the
CREPE TRUST

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 9th day of April, 1973 before me personally appeared the above-named Michael A. Abatuno in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Vincent J. Cheschi

Notary Public

002157

... and all other sums either theretofore paid by the mortgagee, or then remaining ... the surplus of said purchase moneys, if any there be, over and above the amounts ... together with a true and particular account of such sale or sales, expenses and charges ... such sale or sales shall forever be a perpetual bar both in law and equity against the said ... persons claiming said premises so sold by, from or under the mortgagor.

... this mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors ... assigns of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid,

releases to the mortgagee all right of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 7th day of March, 1972

Executed in presence of

Michael Abatuno
Trustee u/i/t
dated 2/28/72 known as
THE CREPE TRUST

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 7th day of March, 1972, before me personally appeared the above named MICHAEL A. ABATUNO, in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Notary Public

CORPORATE ACKNOWLEDGMENT

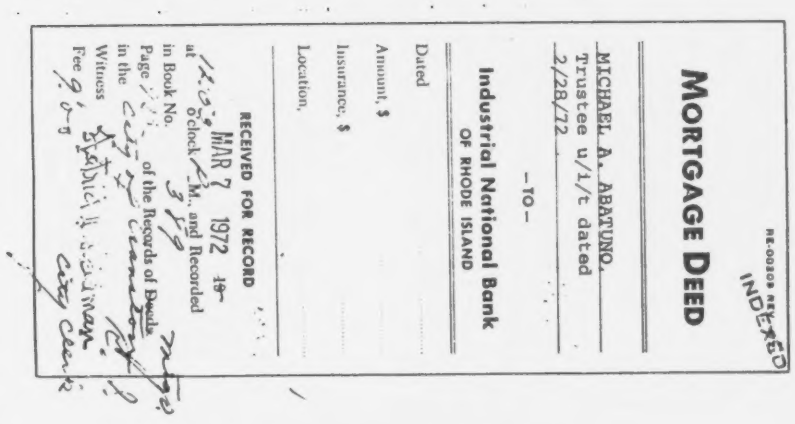
STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the part executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

002159



SERIAL NO.

MORTGAGE DEED

MICHAEL A. ABATUNO,
Trustee u/1/t dated
2/28/72

— TO —

Industrial National Bank
OF RHODE ISLAND

Dated

Amount, $

Insurance, $

Location,

RECEIVED FOR RECORD
MAR 7 1972 19
at o'clock M., and Recorded
in Book No.
Page of the Records of Deeds
in the
Witness
Fee $

INDEXED

DISCHARGE OF MORTGAGE

Industrial National Bank of Rhode Island, having received full payment and satisfaction of the within mortgage, recorded in the (Land Evidence) (Real Estate Mortgage) Records in the of in Mortgage Book , at Page , does hereby cancel and discharge the same, and covenants to and with the person making said payment that it is the present owner of said mortgage.

IN TESTIMONY WHEREOF, said Industrial National Bank of Rhode Island has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officer(s) or representative(s) thereunto duly authorized, this day of , A.D. 19

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

BY .....

002159

BY

INTERNATIONAL HOUSE OF PANCAKES

228 Meeting Street, Providence, Rhode Island

I. THE PROPERTY $311,440

Sale and Leaseback

A. Lease: International Industries, inc.
20 years - net annual rent.
(Equals of purchase price)

B. Land: This corner lot has dimensions of 54' x 91' with a frontage of 54' on Thayer, containing approximately 4,938 sq. ft.

C. Improvements: A standard International House of Pancakes restaurant building containing approximately 3,000 square feet. Site is completely improved with black topping, planters, landscaping and lighting.

D. Cost Ratio: Land 48.1% - Improvements 51.9%

II. LEASE

International Industries, Inc. will enter into a fully net lease for a term of twenty (20) years at a rental of per annum.

III. LESSEE

International Industries, Inc. is a diversified consumer services company with operations in food, retail, service, education and lodging. The company provides products and services primarily through the franchise method of distribution.

International was initially incorporated in California in 1959, growing from one restaurant to over 20 divisions comprising more than 1,200 diversified units in 47 states. The company has been listed on the New York Stock Exchange since 1968.

IV. LOCATION

This store is located on the leading street in Providence, in a small shopping area which services, almost exclusively, Brown University and two other leading educational institutions. This area will not change significantly, in the foreseeable future, except to increase in value.

V. USE OF SUBJECT PROPERTY

The property is developed as a prime full service family restaurant for one of International Industries, Inc. subsidiary companies, the International House of Pancakes, featuring a highly diversified menu to please every taste, at moderate prices, and served in a warm and comfortable atmosphere. The restaurant has only recently opened and volume figures indicate this will be a highly successful location.

This description is for information purposes only and does not constitute an offer of sale.

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

MORTGAGE LOAN CLOSING STATEMENT AND AUTHORIZATION TO DISBURSE FUNDS

LOCATION 128 MEETING ST, PROV, RI ZIP CODE _____ DATE 3/7/72

FIRE INSURANCE AMOUNT $ _____ AGENT _____ TEL NO _____

TITLE COMPANY _____ ABSTRACT _____ LOAN NO _____

MONTHLY PAYMENT		BUYERS FUNDS	RECEIPT NO		SALE PRICE ADJUSTMENTS	DEDUCT	ADD
Principal & Interest		Credit Principal					
		Interest to 1st of Month					
		FHA Premium 2 Months			Selling Price	******* ***	295 868 --
		Fire Ins. 2 Months			Deposit Paid		
		Real Est. Taxes __ Months			Taxes Real Estate		
		Life Ins. A & S premium			Taxes Personal		
TOTAL		Misc. Escrow			Taxes Other		
		Appraisal Fees			Water		
		Processing Fee			Sewer		
		Area Charge			Fire Insurance		
		Recording Fees	21 --		Rents	2387 70	
		Origination Charge			2nd Mtg. to Seller		
		Service Charge			Miscellaneous		
		Credit Report					
		Owners Title Policy					
		Other					
		Funding Fee (VA Only)					
		SUB TOTAL					
		Adjusted Sale Price					
		Less Mortgage	292,000 --		TOTALS		
		Additional Funds Required			Less Total Deductions		
		Net funds due from Buyer			Adjusted Sale Price		293 480 30

SELLERS EXPENSES			SELLERS FUNDS DISBURSEMENT			
State Realty Transfer Tax	325	66	*Carry Forward Sellers Expenses			
Revenue Stamps			Commission			
Drawing Deeds	25	--	Taxes			
Drawing Releases			Taxes			
Out of State Service	25	62	Taxes			
Recording Charges	2	--	Water Bill			
Service Charges SELLER'S LEGAL FEE	250	--	Sewer Bill			
Sellers Fees A.B.T.			Mortgages			
TOTAL	628	22	2nd Mortgage			
			Escrow Personal Prop. Taxes			
			TITLE INS. POLICY		1 562	50
			Total Deducted		291 764	48
			Net Balance Due			
			Special Instructions:			

EXAMINED AND APPROVED:

Sellers _____ Mailing Address _____ Zip Code

Mortgagor Mechanic-Action Trust, 4/1/T 2/28/72 acting in CREDIT TRUST

Billing and Mailing Address _____ Zip Code

Remarks _____

RE-6C10E REV. 10-71

MONTHLY PAYMENT MORTGAGE NOTE 18-255956

$ 292,000.00 Providence, March 7, 1972

For value received, the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

or order, at its Main *office in* Providence, *Rhode Island, the principal sum of* Two Hundred Ninety-two Thousand ($292,000.00) *Dollars, with interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of* eight *per cent per annum, said sum to be paid in equal successive monthly installments of* $2,875.50 *Dollars each, commencing* April 7, 1972 *and continuing until the* 7th *day of* March, 1987 *when the balance of the principal and interest, if not sooner paid, shall be due and payable. In the event of default in the payment of any installment within ten (10) days after it shall have become due, or in the performance of any covenant, agreement or provision contained or referred to in the mortgage securing this note and not cured within thirty (30) days, the bankruptcy or insolvency of the undersigned, or if the Mortgagor is a corporation, any change in, or out of such corporation, or any act of an officer or director thereof which leads the Bank to reasonably believe that performance of any covenant, agreement, or provision of the aforementioned note and mortgage by the Mortgagor is or will be seriously impaired, or the sale or conveyance of the interest of the mortgagor in the premises described in said mortgage, or if at any time in the sole opinion of the Bank the undersigned no longer maintains Industrial as its principal bank of deposit, then in any such event the entire unpaid principal hereof, with all accrued interest, shall at the option of the holder, become due and payable at once without notice. Failure to exercise such option shall not constitute a waiver of the right of the holder to exercise the same in the event of any subsequent default. The exercise of the exercise or non-exercise of the succeeding option, if any installment hereof is not paid in full within fifteen (15) days thereafter, the undersigned shall pay to the holder hereof a late charge of 5% of the amount of such installment.*

The undersigned reserves the right at the time any one of said installments shall become due and payable to pay this note in full or to pay an amount equal to one or more of the principal payments next due hereunder to be applied at the holder's election on account of any installment of principal or interest or any other indebtedness arising in connection with this note or the mortgage securing the same; provided however that the holder shall be entitled to receive a premium equal to a specified percentage of the amount prepaid in accordance with the following schedule:

Prepayment Before:	*Premium*	*Prepayment Before:*	*Premium*
March 7, 1977	5 %		%
	%		%
	%		%

The undersigned shall remain primarily liable on this promissory note and the mortgage given to secure the same until full payment, unaffected by any alienation of the mortgaged property, by any agreement or transaction between the mortgagor and any claimant as to payment of principal, interest or other moneys, by any forbearance or extension of time, assumption or assignment by others, or by any other matter, as to all of which notice is hereby waived by the undersigned. The undersigned agrees to pay all costs and attorney's fees incurred in any action to collect this note or to foreclose the mortgage given to secure the same.

IN PRESENCE OF:

Michael C. Gilbert
In his capecity as Trustee
u/i/t dated 2/23/72 called the
CREPE TRUST

THIS NOTE IS SECURED BY A MORTGAGE

MO 24-206

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

MORTGAGE LOAN CLOSING STATEMENT AND AUTHORIZATION TO DISBURSE FUNDS

LOCATION 1166 ROSEMARY AVE CRANSTON ZIP CODE _____ DATE 3/7/72

FIRE INSURANCE AMOUNT $ _____ AGENT _____ TEL NO _____

TITLE COMPANY SECURITY TITLE INS. ABSTRACT # _____ LOAN NO _____

MONTHLY PAYMENT		BUYERS FUNDS	RECEIPT NO	SALE PRICE ADJUSTMENTS	DEDUCT		ADD		
Principal & Interest		Credit Principal							
		Interest to 1st of Month		Selling Price	*******	***	25	15	00
		FHA Premium 2 Months		Deposit Paid	500	00			
		Fire Ins 2 Months		Taxes Real Estate					
		Real Est Taxes __ Months		Taxes Personal					
		Life Ins A&S premium		Taxes Other					
TOTAL		Misc Escrow		Water					
		Appraisal Fees		Sewer					
		Processing Fee		[illegible] surance					
		Area Charge		Rents	2018	79			
		Recording Fees		2nd Mtg to Seller					
		Origination Charge		Miscellaneous					
		Service Charge							
		Credit Report							
		Owners Title Policy							
		Other							
		Funding Fee (VA Only)							
		SUB TOTAL							
Adjusted Sale Price				TOTALS					
Less: Mortgage	25,000	00		Less: Total Deductions					
Additional Funds Required				Adjusted Sale Price			24	81	21
Portunes due from Buye									

SELLERS EXPENSES			SELLERS FUNDS DISBURSEMENT			
State Realty Transfer Tax	276	66	*Carry Forward Sellers Expenses		5E7	17
Revenue Stamps			Commission			
Drawing Deeds	25	—	Taxes			
Drawing Releases			Taxes			
Out of State Service	26	62	Taxes			
Recording Charges	11	—	Water Bill			
Service Charges SELLER'S LEGAL FEE	260	—	Sewer Bill			
Sellers Fees M.B.T.			Mortgage			
TOTAL	5E7	17	2nd Mortgage			
			Escrow Personal Prop. Taxes			
			TITLE INS POLICY	1	22C	46
			Total Deducted			
			Net Balance Due	246	527	6E
			Special Instructions:			

EXAMINED AND APPROVED:

Sellers _____ Mailing Address _____ Zip Code

Mortgagor Merchants Credit Trust Billing and Mailing Address _____ Zip Code

Remarks mtg to 4/1/72 2/25/72 called to CREPE TRUST

REVISED REV. 12/71

000104

MONTHLY PAYMENT MORTGAGE NOTE

$255,000.00 Providence ,R.I March 7, 19[illegible]

For value received the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

or order, at its principal office in Main Providence *, Rhode Island, the* [illegible]
principal sum of Two Hundred Fifty Five Thousand ($255,000.00) [illegible]
interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of eight [illegible]
per centum per annum, and same to be paid in equal successive monthly installments of $2,237.00 [illegible]
each commencing on the April 7,1972 *and continuing until the* 7th [illegible]
March 2007 *when the balance of the principal and interest if not sooner paid shall be due and* [illegible]
payable. In the event of default in the payment of any installment within ten (10) days after it shall have become due, or [illegible]
default in the performance of any covenant, agreement or provision contained or referred to in the mortgage securing [illegible]
this note for a period of thirty (30) days, the bankruptcy or insolvency of the undersigned, or if the Mortgagor be a [illegible]
corporation, any material change in, or act in such corporation, or any act of an officer or director [illegible] [illegible]
the Mortgagee to reasonably believe that performance of any covenant, agreement, or provision of the aforesaid [illegible]
note and mortgage by the Mortgagor is or will be seriously impaired, or the sale or conveyance of the property [illegible]
mortgagor in the property covered in said mortgage, or if at any time in the sole opinion of the Bank the Mortgagor [illegible]
fails to maintain Industrial as a principal bank of deposit, then in any such event the entire unpaid principal balance and [illegible]
all accrued interest shall at the option of the holder become due and payable at once without notice. Failure to exercise [illegible]
such option shall not constitute a waiver of the right of the holder to exercise the same in the event of any subsequent [illegible]
default. Irrespective of the exercise or non-exercise of the foregoing option, if any installment hereof is not paid [illegible]
when due or within fifteen (15) days thereafter, the undersigned shall pay to the holder hereof a late charge of 5% of the [illegible]
amount of such installment.

The undersigned reserves the right at the time any one or more installments shall become due and payable hereunder, or [illegible]
this note is declared to be immediately due and payable, to pay an amount equal to one or more of the principal payments next due hereunder, to be applied by [illegible]
the holder to the payment of any installment of principal or interest or any other indebtedness due hereunder in connec- [illegible]
tion with this note, on the payment thereof, provided however that the holder shall be entitled to receive a [illegible]
premium equal to a stipulated percentage of the amount prepaid in accordance with the following schedule:

Prepayment Before	*Premium*	*Prepayment Before*	*Premium*
March 7, 1977	%		%
	%		%
	%		%

The undersigned shall remain personally liable on this promissory note and the mortgage given to secure the same [illegible]
until such time as the entire indebtedness secured by said mortgage on the mortgaged property has been paid or [illegible]
the mortgagee shall have received payment of principal, interest or other moneys by any subsequent owner of said [illegible]
property, or assumption agreement by any other person or party of such indebtedness shall be executed by the mort- [illegible]
gagee. The undersigned agrees to pay all costs and attorneys fees incurred in any action to collect the note or to [illegible]
foreclose the mortgage securing the same.

IN PRESENCE OF

[illegible]

Michael C. [illegible]
In his capacity as Trustee
u/d/t dated [illegible] 72 [illegible]
CRAIG TRUST

737

THIS NOTE IS SECURED BY REAL ESTATE MORTGAGE

001105

Recommended

By
Loaning Officer

APPLICATION FOR MORTGAGE LOAN TO INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

..... OFFICE

Commercial, Industrial, Investment or Residential – 5 or more living units.

REQUEST

Date Amt. Requested 290,000 Rate Term 15 Maturity

Endorsement ☐ yes ☐ no If yes, Name(s)

Assignment of Rent ☑ yes ☐ no If yes, Tenant

Amount Expires

APPLICANT

NAME OF APPLICANT THE CREDE TRUST ☐ Corporation ☐ Partnership ☐ Proprietorship

Officers:	Ownership Interest		Ownership Interest
Pres.	%	Secy.	%
Vice Pres.	%	Treas.	%

On a proprietorship, delete titles.

Address of Applicant

PURPOSE

Purpose of Loan

Alterations Proposed

Contractor

Address

COST

Purchase Price of Land Yr. $

Contract Price of Bldg. Yr. $

Purchase Price of Prop. Yr. $ 3,446

TOTAL COST Yr. $

Source of Down Payment

Will there be secondary financing? Yes ☐ No ☐

If yes, Amount Rate Years To whom:

Have you applied elsewhere? Yes ☐ No ☐

Required Annual Payments Required Monthly Payments

References

Bank

PROPERTY

LOCATION

Present Owner

Address

Present Mortgages on subject property:

First Held by

Second Held by

Directions to Property

(TO BE COMPLETED BY INTERVIEWER)

General Description of Property

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
13	30			

Water Public ☑ Well (Type) ☐

Sewerage Disposal Public ☑ Cesspool ☐ Septic tank ☐

Property Income

	Week or Month	Year
1st floor		
2nd floor		
3rd floor		
store(s)		
Other		
TOTAL ANNUAL INCOME		

Expenses

Taxes Assessed 002016 Year

Fire insurance inc. E.C.

Fuel

Water

Gas Electric

Maintenance

TOTAL ANNUAL EXPENSES

May Be Inspected: Owner Broker Tel. No.

☐ Anytime ☐ Appointment Key at

I, we, agree to pay all costs of title examination and/or title insurance and to pay all closing costs. The terms and rate of any approved loan will expire 60 days from the date of commitment.

Application Taken by

Signature

RS-00184 REV. 12-71

APPRAISAL REPORT

Commercial, Industrial, Investment or Residential - 5 or more living units

APPLICANT Fernand J. St. Germain

LOCATION cor. Thayer & Meeting Sts.
Providence, R. I.

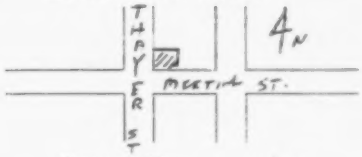
DATE OF INSPECTION 2/16/72

APPRAISAL: Land $ 50000.
Bldg. $260000.
Total $310000.

Street Graded	[X] Yes	[ ] No
Surfaced	[X] Yes	[ ] No
Curbed	[X] Yes	[ ] No
Electricity	[X] Yes	[ ] No
Gas	[X] Yes	[ ] No
Water	[X] Public	[ ] Private Type
Sewer	[X] Public	[ ] Private Type

Purchase Price of Land
Contract Price of Bldg.
Purchase Price of Property $311,400. (1972)
Cost of Improvements
Contractor

LOCATION DATA: SKETCH



LOCATION DATA Corner lot, near business district of East Side; 5 or 6 blocks from Brown University. Thayer St. is one-way.

ZONING Commercial

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
13	30	x	4938 sq. ft.	
		x		
		x		

IMPROVEMENT

TYPE: Restaurant AGE: 1 yr.

NO. OF STORIES: 1-story

SIZE & SQ. FTG. 3000 sq. ft.

FLOOR PLAN: Restaurant, kitchen, men's and adies' lavottes, office.

CONSTRUCTION

EXTERIOR:	foundation -	concrete slab
	walls -	masonry
	roof -	aluminum shakes
	framing -	masonry
INTERIOR:	walls -	panel and dry
	floors -	carpet
	ceilings -	open
HEATING:		forced warm air
AIR CONDITIONING:		central
PLUMBING:		copper
ELECTRIC:		
BUILT INS:		kitchen equipment
LOADING FACILITIES:		
SPRINKLERS:		
ELEVATOR:		
PARKING:		7 to 8 cars (on-site)

We, the undersigned, hereby certify that we have made a careful examination and evaluation of the real estate herein described

APPRAISER'S SIGNATURES

Robert I. Nesbet

OTHER IMPROVEMENTS

IMPROVEMENTS PROPOSED:

HOLD $

CORRELATION & REMARKS

Sale - leaseback arrangement with International House of Pancakes - 12% of cost on a net/net lease for 20 yrs. or $37,372.30 per year. Property in excellent condition. Highly individualistic design (chalet). Limited off-street and on-street parking.

Obtain first security interest under UCC on all equipment and furnishings now held or to be acquired.

COR. OF THAYER - MEETING

MORTGAGE NUMBER 2559516 NAME Vreeke

PAYOFF DATE 1-4-85 REQUESTED BY J.P

Current Rate 8

PAYOFF INFORMATION

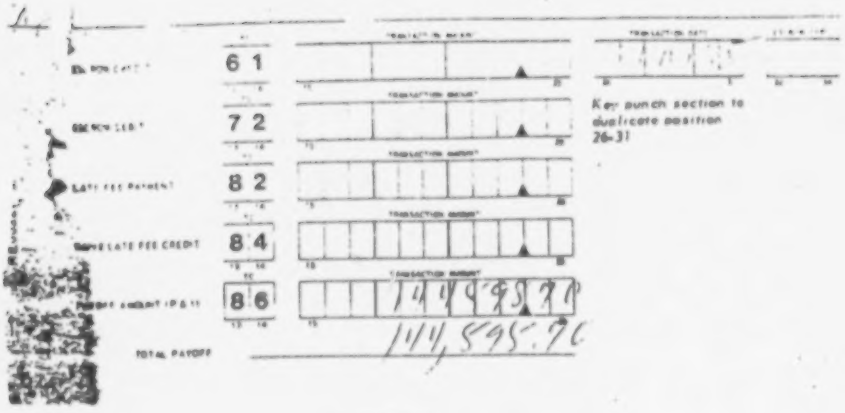
OFFICE: 18 INTEREST PAID TO DATE: 12-7-84 PER DIEM: 32.03

PRINCIPAL BALANCE	144,130.01
INTEREST DUE	896.81
SUB TOTAL	
LATE CHARGES DUE	
ESCROW REQUIRED	
ESCROW DUE	
PREPAYMENT PENALTY DUE	
EXTENSION FEES DUE	
GRAND TOTAL (exclusive of passthroughs detailed below)	145,026.82 pro-

PASSTHROUGH ITEMS DUE AND PAYABLE

LEGAL	
APPRAISING ARCHITECT	
INSPECTION FEE BALANCE DUE	
MISCELLANEOUS FEES	
[illegible]	
[illegible]	
[illegible]	
[illegible]	

002019



From

FRAN GUTHRIE

1931 FY

CITIZENS TRUST

1 Day OFF

TIF-2559516

WARRANTY DEED

INTERNATIONAL INDUSTRIES, INC. a Delaware Corporation for consideration paid, grant to MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, with WARRANTY COVENANTS

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

The last-described line forming an interior angle of 89°-45'-20" with the first described line.

Said parcel contains 4,938 square feet.

This conveyance is made subject to a use restriction of record dated April 13, 1970 and recorded in the Records of Land Evidence of the City of Providence.

Subject to taxes assessed December 31, 1971.

002031

INTERNATIONAL INDUSTRIES, INC.

By_____
Title

Attest:_____
Title

(corporate seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES,SC.

In Beverly Hills, California, on the day of _____, 1972, before me personally appeared _____ of _____ in his capacity as_____ of International Industries, Inc., to me known and known by me to be the party executing the foregoing instrument, and he being first sworn, acknowledged said instrument by him executed, to be his free act and deed, his free act and deed in his capacity as _____of said corporation, and the free act and deed of said corporation.

_____
Notary Public

GUARANTY

FOR VALUE RECEIVED, the undersigned hereby [illegible] unconditionally and absolutely, guarantee payment of all principal, interest and late charges of the [illegible] which the undersigned may hereunder, the performance of all covenants, terms and conditions [illegible] demand, presentment, notice of nonpayment and [illegible] the payment of or other terms and conditions of said note or [illegible] any discharge, partial release, change in or dealing with said mortgage or [illegible] security and any release of any other party to said note or guarantor thereof, all without notice to the undersigned, shall in no way affect the liability of the undersigned hereunder.

Name [illegible]

Address [illegible]

Name [illegible]

Address [illegible]

Name [illegible]

Date [illegible]

002033

(Book 1125 Page 679)

KNOW ALL MEN BY THESE PRESENTS,

That MICHAEL A. ADATUNO of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST whether one or more, hereinafter called the "mortgagor", in consideration of

Two Hundred Ninety Two Thousand ($292,000.00) Dollars

to me paid by INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, a national banking association organized and existing under the laws of the United States of America, with its principal place of business in the City and County of Providence, in the State of Rhode Island, hereinafter called the "mortgagee", the receipt whereof is hereby acknowledged, does hereby grant to the mortgagee, its successors and assigns forever, to secure the payment of the principal and interest of a certain promissory note of the mortgagor of even date herewith and bearing the serial number hereof and hereinafter sometimes called the "note", the following described real estate:

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

Thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

The last-described line forming an interior angle of 89°-45'-20" with the first-described line.

Said parcel contains 4,938 square feet.

This mortgage is made subject to a use restriction of record dated April 13, 1970 and recorded in the Records of Land Evidence of the City of Providence, and subject to taxes assessed December 31, 1971.

This mortgage is given to correct deficiencies contained in that mortgage from this mortgagor to this mortgagee recorded in the Records of Land Evidence of the City of Providence on the 7th day of March, 1972 at 12:29 p.m.

002039

including all buildings and improvements thereon, or that may hereafter be erected thereon; together with the hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to, or used in connection with said real estate, all of which are hereinafter sometimes called the "premises".

TO HAVE AND TO HOLD the premises unto and to the use of the mortgagee, its successors and assigns, forever.

Book 1125 Page 057

The mortgagor hereby covenants and agrees with the mortgagee,

1. That the mortgagor is the true, sole and lawful owner of the premises; that the mortgagor is lawfully seized and possessed of the same in fee simple; that the same are free from all encumbrances except as aforesaid; that the mortgagor has good right, full power and lawful authority to sell and convey the same to the mortgagee;

2. That the mortgagee shall at all times hereafter peaceably and quietly have and enjoy the premises;

3. That the mortgagor will warrant and defend the same to the mortgagee forever against the lawful claims and demands of all persons, except as aforesaid;

4. That the mortgagor, in case a sale shall be made under the power of sale hereafter contained, will, upon request, execute, acknowledge and deliver to the purchaser or purchasers such deed or deeds confirmatory of said sale as may be required;

5. That the mortgagor shall not cause or permit strip or waste;

6. That the mortgagor shall pay to the mortgagee all reasonable costs, fees and expenses (including reasonable counsel fees) suffered or incurred by the mortgagee in the enforcement, exercise or defense of its rights or powers hereunder or in collecting the indebtedness hereby secured, and all taxes and assessments of every kind and nature assessed, imposed or constituting a lien upon the mortgage or upon the mortgagee in respect to the mortgage, the note or the mortgage debt, whether under statutes now in force or that may be hereafter enacted, and any sums expended by the mortgagee in making any repairs to the premises which the mortgagee, at its option but without obligation so to do, may make in keeping the premises in good condition and repair, all of which sums shall be secured by this mortgage and shall bear interest at the rate provided in the note upon the mortgage indebtedness until payment thereof;

7. That the mortgagor shall keep and perform those additional covenants and agreements contained in a STATEMENT OF COVENANTS AND AGREEMENTS, a copy thereof having this day been received by the mortgagor, the receipt whereof is hereby acknowledged, the exact terms of which are recorded in said Providence in Mortgage Book 924, at page 120, said covenants and agreements being hereby incorporated by reference and made a part of this mortgage;

8. That no waiver, forebearance, extension of time or indulgence shown by the mortgagee to the mortgagor or any other person now or hereafter interested herein or in the premises or in the note with respect to any or any combination of conditions, covenants or agreements on the part of the mortgagor to be paid, performed or observed as set forth or referred to herein or in the note will affect the right of the mortgagee thereafter to require payment, performance or observance of the same or of any other covenant, condition or agreement;

9. That if this instrument be signed by more than one party as mortgagor, the obligations created hereby shall be both joint and several;

10. That the mortgagor does hereby assign to the mortgagee all rents due or to become due in the future from the occupants of the premises, or any part thereof, on any existing or future lease or tenancy, hereby constituting and appointing the mortgagee its true and lawful attorney, with full power of substitution and revocation, to sue for and collect the same at any time and from time to time when any default exists hereunder;

11. That the entire indebtedness shall become due and payable, at the option of the holder hereof, without notice, upon the alienation of the premises, or any part thereof, or upon the occurrence of any default described in the note;

12. That the mortgagor, on the day provided in the note for the payment of principal and interest if paid monthly, or otherwise on the first business day of each month, shall pay an additional sum equal to 1 12th of the estimated annual amount of such taxes and assessments and insurance premiums (if mortgagee shall require escrow of such insurance premiums) to be paid by the mortgagor hereunder, such estimated annual amount to be determined by the mortgagee and may be changed by it from time to time to yield a sum sufficient to pay all such taxes and assessments and insurance premiums when they become due, which changes shall become effective when notice shall be mailed to the mortgagor in care of the premises, and all sums so paid shall be applied by the mortgagee toward the payment of such taxes and assessments and insurance premiums or toward the mortgage indebtedness if the mortgagor shall be in default hereunder, (but mortgagee shall be under no obligation to advance any deficiencies in the amount available for such payments) and all sums so paid by mortgagor shall not bear interest and may be co-mingled with the mortgagee's general funds, and if any installment is not paid in full when due, or within fifteen (15) days thereafter, the mortgagor shall pay to the mortgagee a late charge of five (5%) percent of the amount of such installment, all of which shall be secured by this mortgage and shall bear interest at the rate provided upon the mortgage indebtedness until payment thereof;

PROVIDED, NEVERTHELESS, that if the mortgagor shall pay to the mortgagee the principal sum, together with interest, in the manner and at the time or times specified in the note, and shall pay, perform and observe all of the other covenants, agreements and conditions set forth herein or in the note on the part of the mortgagor to be paid, performed or observed, then this deed, as also the note, shall become and be absolutely void to all intents and purposes whatsoever.

BUT IF DEFAULT shall be made in the payment of the indebtedness secured hereby or any part thereof, or of the interest thereon, at the times and in the manner aforesaid, or of the taxes or assessments aforesaid as the same first become payable, or of any or either of them or of any part thereof, or if breach shall be made in any of the covenants contained in this mortgage or the note, then it shall be lawful for the mortgagee to sell, together or in parcels, all and singular the premises hereby granted, or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the mortgagor therein at public auction upon the premises, or any part thereof, or elsewhere at the option of the mortgagee as described in the notice of sale, and to bid for and become the purchaser at any such sale, and no purchaser at such sale shall be answerable for the application of the purchase

002040

(Book 1125 Page 651 (

money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale; and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power or substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple; and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses, incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid, and all premiums for insurance, and all other sums either theretofore paid by the mortgagee, or then remaining unpaid, rendering and paying the surplus of said purchase moneys, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges to the mortgagor, which sale or sales shall forever be a perpetual bar both in law and equity against the said mortgagor and all persons claiming said premises so sold by, from or under the mortgagor.

This mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors and assigns of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid,

releases to the mortgagee all right of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 26th day of June, 1972

Executed in presence of

Michael A. Abatuno, Trustee

as aforesaid

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 26th day of June, 1972, before me personally appeared the above named Michael A. Abatuno in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid, and the free act and deed of said CREPE TRUST.

Alfred G. Tedesian
Notary Public

002041

CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the part executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

Received for Record at 11 o'clock 36 min. A M
JUN 26 1972
Recorder of Deeds

(BOOK 1121 PAGE 663 (

KNOW ALL MEN BY THESE PRESENTS,

That MICHAEL A. ABATUNO of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under Indonturo of Trust dated February 26, 1972 known as the "1972 Trust" whether one or more, hereinafter called the "mortgagor", in consideration of

---Two Hundred Ninety-two Thousand Dollars ($292,000.00)-- Dollars

to me paid by INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, a national banking association organized and existing under the laws of the United States of America, with its principal place of business in the City and County of Providence, in the State of Rhode Island, hereinafter called the "mortgagee", the receipt whereof is hereby acknowledged, does hereby grant to the mortgagee, its successors and assigns forever, to secure the payment of the principal and interest of a certain promissory note of the mortgagor of even date herewith and bearing the serial number hereof and hereinafter sometimes called the "note", the following described real estate:

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

Thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

The last-described line forming an interior angle of 89°-45'-20" with the first-described line.

Said parcel contains 4,938 square feet.

This mortgage is made subject to a use restriction of record dated April 13, 1970 and recorded in the Records of Land Evidence of the City of Providence, and subject to taxes assessed December 31, 1971.

002042

including all buildings and improvements thereon, or that may hereafter be erected thereon; together with the hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to, or used in connection with said real estate, all of which are hereinafter sometimes called the "premises".

TO HAVE AND TO HOLD the premises unto and to the use of the mortgagee, its successors and assigns, forever.

The mortgagor hereby covenants and agrees with the mortgagee:

1. That the mortgagor is the true, sole and lawful owner of the premises; that the mortgagor is lawfully seized and possessed of the same in fee simple; that the same are free from all encumbrances except as aforesaid; that the mortgagor has good right, full power and lawful authority to sell and convey the same to the mortgagee;

2. That the mortgagee shall at all times hereafter peaceably and quietly have and enjoy the premises;

3. That the mortgagor will warrant and defend the same to the mortgagee forever against the lawful claims and demands of all persons, except as aforesaid;

4. That the mortgagor, in case a sale shall be made under the power of sale hereafter contained, will, upon request, execute, acknowledge and deliver to the purchaser or purchasers such deed or deeds confirmatory of said sale as may be required;

5. That the mortgagor shall not cause or permit strip or waste;

6. That the mortgagor shall pay to the mortgagee all reasonable costs, fees and expenses (including reasonable counsel fees) suffered or incurred by the mortgagee in the enforcement, exercise or defense of its rights or powers hereunder or in collecting the indebtedness hereby secured, and all taxes and assessments of every kind and nature assessed, imposed or constituting a lien upon the mortgage or upon the mortgagee in respect to the mortgage, the note or the mortgage debt, whether under statutes now in force or that may be hereafter enacted, and any sums expended by the mortgagee in making any repairs to the premises which the mortgagee, at its option but without obligation so to do, may make in keeping the premises in good condition and repair, all of which sums shall be secured by this mortgage and shall bear interest at the rate provided in the note upon the mortgage indebtedness until payment thereof;

7. That the mortgagor shall keep and perform those additional covenants and agreements contained in a STATEMENT OF COVENANTS AND AGREEMENTS, a copy thereof having this day been received by the mortgagor, the receipt whereof is hereby acknowledged, the exact terms of which are recorded in said in Mortgage Book , at page , said covenants and agreements being hereby incorporated by reference and made a part of this mortgage;

8. That no waiver, forebearance, extension of time or indulgence shown by the mortgagee to the mortgagor or any other person now or hereafter interested herein or in the premises or in the note with respect to any or any combination of conditions, covenants or agreements on the part of the mortgagor to be paid, performed or observed as set forth or referred to herein or in the note will affect the right of the mortgagee thereafter to require payment, performance or observance of the same or of any other covenant, condition or agreement;

9. That if this instrument be signed by more than one party as mortgagor, the obligations created hereby shall be both joint and several;

10. That the mortgagor does hereby assign to the mortgagee all rents due or to become due in the future from the occupants of the premises, or any part thereof, on any existing or future lease or tenancy, hereby constituting and appointing the mortgagee its true and lawful attorney, with full power of substitution and revocation, to sue for and collect the same at any time and from time to time when any default exists hereunder;

11. That the entire indebtedness shall become due and payable, at the option of the holder hereof, without notice, upon the alienation of the premises, or any part thereof, or upon the occurrence of any default described in the note;

12. PROVIDED, NEVERTHELESS, that if the mortgagor shall pay to the mortgagee the principal sum, together with interest, in the manner and at the time or times specified in the note, and shall pay, perform and observe all of the other covenants, agreements and conditions set forth herein or in the note on the part of the mortgagor to be paid, performed or observed, then this deed, as also the note, shall become and be absolutely void to all intents and purposes whatsoever.

13. BUT IF DEFAULT shall be made in the payment of the indebtedness secured hereby or any part thereof, or of the interest thereon, at the times and in the manner aforesaid, or of the taxes or assessments aforesaid as the same first become payable, or of any or either of them or of any part thereof, or if breach shall be made in any of the covenants contained in this mortgage or the note, then it shall be lawful for the mortgagee to sell, together or in parcels, all and singular the premises hereby granted, or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the mortgagor therein at public auction upon the premises, or any part thereof, or elsewhere at the option of the mortgagee as described in the notice of sale, and to bid for and become the purchaser at any such sale, and no purchaser at such sale shall be answerable for the application of the purchase money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale; and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple, and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses, incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid,

( ) ( ) 002013

(book 1121 page 685 (

and all premiums for insurance, and all other sums either theretofore paid by the mortgagee, or then remaining unpaid, rendering and paying the surplus of said purchase moneys, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges to the mortgagor, which sale or sales shall forever be a perpetual bar both in law and equity against the said mortgagor and all persons claiming said premises so sold by, from or under the mortgagor.

14. This mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors and assigns of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid, releases to the mortgagee all right of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 7th day of March, 1972

Executed in presence of

Michael A. Abatuno

Trustee u/i/t dated 2/28/72 called The CREPE TRUST

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 17 day of MARCH, 1972, before me personally appeared the above named Michael A. Abatuno in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid, and the free act and deed of said CREPE TRUST.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the party executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

002044

Received for Record at 12 o'clock 30 min. P M
MAR 7 1972
Recorder of Deeds

002045

CONDITIONS AND STIPULATIONS (Continued)

after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 1 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, such payments prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded hereunder except to the extent that such payments reduce the amount of the indebtedness secured by the insured mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its main office at 630 Fifth Avenue, New York, N. Y. 10020.

American Land Title Association
Loan Policy-1970

STI-RI 394691

POLICY OF TITLE INSURANCE

SECURITY TITLE INSURANCE AGENCY, Inc.
506 Industrial Bank Building
Providence, Rhode Island

Main Office
SECURITY TITLE AND GUARANTY COMPANY
630 FIFTH AVENUE
NEW YORK, N. Y. 10020
Phone: (212) 765 7110

P-20A (1-71) ALTA Loan Policy — 1970 (Amended 10-17-70)

SCHEDULE A

Number	Date of Policy	Amount of Insurance
STI-RI 394691	March 7, 1972 12:30 p.m.	$295,868.00

1. Name of Insured:

Industrial National Bank of Rhode Island

2. The estate or interest referred to herein is at Date of Policy vested in:

Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the "CREPE TRUST"

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

Fee simple

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Mortgage from Michael A. Abatuno, Trustee to Industrial National Bank of Rhode Island dated March 7, 1972 and recorded in the Records of Land Evidence in the City of Providence on March 7, 1972 at 12:30 p.m.

5. The land referred to in this policy is described as follows:

Land and buildings on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, State of Rhode Island as set forth in that mortgage from Michael A. Abatuno, Trustee to Industrial National Bank of Rhode Island dated March 7, 1972 and recorded in the Records of Land Evidence in the City of Providence on March 7, 1972 at 12:30 p.m., which said premises are more particularly described in Schedule C hereof.

SECURITY TITLE AND GUARANTY COMPANY

002043

This policy valid only if Schedule B is attached.

SCHEDULE B

PART 1

This policy does not insure against loss or damage by reason of the following:

1. Taxes assessed December 31, 1971, not yet due and payable.

2. Possible unfiled mechanic's and/or materialmen's liens.

3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, or any other matter not of record which would be disclosed by an accurate survey and inspection of the premises.

4. Any state of facts that a survey would show.

5. Until April 30, 1985, the premises or any part thereof shall not be used for petroleum purposes. This covenant shall inure to the benefit of Rhode Island Oil Co., Inc.(formerly known as W.H. Barry Oil Co., Inc.) and arises by virtue of the provision of an agreement between Alchester Estates, Inc. and Rhode Island Oil Co., Inc. dated April 13, 1970, and duly recorded in the Providence Land Evidence Records.

SCHEDULE C

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

Thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

The last-described line forming an interior angle of 89°-45'-20" with the first-described line.

Said parcel contains 4,938 square feet.

This mortgage is made subject to a use restriction of record dated April 13, 1970 and recorded in the Records of Land Evidence of the City of Providence, and subject to taxes assessed December 31, 1971.

00205:

IND[illegible]RIAL NATIONAL BANK OF RHOD[illegible]LAND

MORTGAGE LOAN CLOSING STATEMENT AND AUTHORIZATION TO DISBURSE FUNDS

LOCATION 228 Meeting St, Prov, RI ZIP CODE _____ DATE 3/7/72

FIRE INSURANCE AMOUNT $ _____ AGENT _____ TEL NO _____

TITLE COMPANY _____ ABSTRACT # _____ LOAN NO _____

MONTHLY PAYMENT		BUYERS FUNDS	RECEIPT NO	SALE PRICE ADJUSTMENTS	DEDUCT		ADD		
Principal & Interest		Credit Principal							
		Interest to 1st of Month							
		FHA Premium 2 Months		Selling Price	*******	***	295	66	--
		Fire Ins 2 Months		Deposit Paid					
		Real Est Taxes __ Months		Taxes Real Estate					
		Life Ins A&S premium		Taxes Personal					
TOTAL		Misc Escrow		Taxes Other					
		Appraisal Fees		Rate					
		Processing Fee		Sewer					
		Area Charge #		Fire Insurance					
		Recording Fees	21 --	Rents	2387	70			
		Origination Charge		2nd Mtg to Seller					
		Service Charge		Miscellaneous					
		Credit Report							
		Owners Title Policy							
		Other							
		Funding Fee (VA Only)							
		SUB TOTAL							
Adjusted Sale Price									
Less Mortgage	293,000 --			TOTALS					
Additional Funds Required				Less Total Deductions					
Net funds due from Buyer				Adjusted Sale Price			295	66	66

SELLERS EXPENSES

State Realty Transfer Tax	325	66
Revenue Stamps		
Drawing Deeds	35	--
Drawing Releases		
Out of State Service	25	62
Recording Charges	2	--
Service Charges SELLER'S LEGAL FEE	250	--
Sellers Fees A.O.T.		
TOTAL	638	28

SELLERS FUNDS DISBURSEMENT

*Carry Forward Sellers Expenses				
Commission				
Taxes				
Taxes				
Taxes				
Water Bill				
Sewer Bill				
Mortgagee				
2nd Mortgage				
Escrow Personal Prop. Taxes				
TITLE INS. POLICY		1	067	66
Total Deducted				
Net Balance Due		251	798	48
Special Instructions:				

EXAMINED AND APPROVED:

Sellers _____ Mailing Address _____ Zip Code

Mortgagor Mortgage-Electronic Trustee, 4/1/7 2/28/72 called in CHEDE TRUST

Billing and Mailing Address _____ Zip Code

Remarks _____

REVISED REV. 8/71

002052

WARRANTY DEED

INTERNATIONAL INDUSTRIES, INC. a Delaware Corporation for consideration paid, grant to MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, with WARRANTY COVENANTS

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island, and is bounded and described as follows:

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

The last-described line forming an interior angle of 89°-45'-20" with the first described line.

Said parcel contains 4,938 square feet.

This conveyance is made subject to a use restriction of record dated April 13, 1970 and recorded in the Records of Land Evidence of the City of Providence.

Subject to taxes assessed December 31, 1971.

002054

IN WITNESS WHEREOF, said INTERNATIONAL INDUSTRIES, INC. has caused this instrument to be executed in its name by its officer hereunto duly authorized and its corporate seal affixed this [illegible] day of [illegible], 1972.

INTERNATIONAL INDUSTRIES, INC.

By [illegible] V P
Title

Attest: [illegible]
Title

(corporate seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

In Beverly Hills, California, on the 24 day of [illegible], 1972, before me personally appeared [illegible] in his capacity as [illegible] of International Industries, Inc., to me known and known by me to be the party executing the foregoing instrument, and he being first sworn acknowledged said instrument by him executed, to be his free act and deed, his free act and deed in his capacity as [illegible] of said corporation, and the free act and deed of said corporation.

[illegible]
Notary Public

OFFICIAL SEAL
EVA M. SAMPSON
NOTARY PUBLIC, CALIFORNIA
LOS ANGELES COUNTY
MY COMMISSION EXPIRES JUNE 5, 1

STATE OF CALIFORNIA
County of Los Angeles (General)

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles, which Court is a Court of Record,

having by law a seal, do hereby certify that Eva M. Sampson

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the principal place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at Los Angeles, California, March 3, 1972

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles.

By Theresa Bolton, Deputy

76C325M— Cdb 2-71

002055

SHORT FORM LEASE

KNOW ALL MEN BY THESE PRESENTS, that MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972 known as the CREPE TRUST, hereinafter referred to as the LESSOR, has leased and demised the following described premises unto INTERNATIONAL INDUSTRIES, INC., a Delaware corporation with its offices and principal place of business at 9808 Wilshire Boulevard, Beverly Hills, California, 90212, hereinafter referred to as the LESSEE, has by an Indenture of Lease dated March , 1972, reference to which is hereby had, for a term of twenty (20) years, upon the terms and conditions therein stated:

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island and is bounded and described as follows:-

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

the last described line forming an interior angle of 89°-45'-20" with the first described line.

Said parcel contains 4935 square feet.

Until April 30, 1985, the premises or any part thereof

002057

shall not be used for petroleum purposes. This covenant shall inure to the benefit of Rhode Island Oil Co., Inc. (formerly known as W. H. Barry Oil Co., Inc.) and arises by virtue of the provisions of an agreement between Alchester Estates, Inc. and Rhode Island Oil Co., Inc. dated April 13, 1970, and duly recorded in the Providence Land Evidence Records.

This short form of lease is executed pursuant to the provisions contained in the Real Estate Master Lease and is not intended to vary the terms and conditions of the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of March, 1972.

Michael A. Abatuno Trustee

Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972 known as the CREPE TRUST
Lessor

INTERNATIONAL INDUSTRIES, INC.

By _____

STATE OF RHODE ISLAND
PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the CREPE TRUST.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1972.

002055 _____
Notary Public
My commission expires: [illegible]

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ and _____ as _____ and _____ respectively of INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged to me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1972.

_____
Notary Public
My commission expires: _____

002059

ASSIGNMENT OF RENTS

THIS AGREEMENT was made this 7th day of March, 1972, by and between MICHAEL A. ABATUNO in his capacity as Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, hereinafter referred to as ASSIGNOR, and INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, hereinafter referred to as ASSIGNEE,

W I T N E S S E T H:

WHEREAS, ASSIGNEE is the mortgagee under a mortgage executed simultaneously with the execution of this agreement in the sum of Two Hundred Fifty-five Thousand Dollars ($255,000) in connection with the purchase of real estate situated at 1045 Reservoir Avenue in the City of Cranston, State of Rhode Island, and as described in EXHIBIT A attached hereto; and

WHEREAS, ASSIGNEE is the mortgagee under a mortgage executed simultaneously with the execution of this agreement in the sum of Two Hundred Ninety-two Thousand Dollars ($292,000.00) in connection with the purchase of real estate situated at 228 Meeting Street in the City of Providence, State of Rhode Island, as described in EXHIBIT B attached hereto; and

WHEREAS, the parties hereto are desirous of assigning rents to that certain master lease, a copy of which is attached hereto and marked EXHIBIT C.

NOW, THEREFORE, in consideration of the granting of the

002065

mortgage loans above referred to the ASSIGNOR hereby assigns, transfers, and sets over to said ASSIGNEE, the rent accrued and due or to become due and/or payable, by virtue of the terms of said master lease.

This assignment of rents shall become effective upon the mailing of notice by the ASSIGNOR to the Tenant, International Industries, Inc., at its address: 9808 Wilshire Boulevard, Beverly Hills, California 90212.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of March, 1972.

Michael A. Abatuno, Trustee

Michael A. Abatuno, in his capacity as Trustee under an Indenture of Trust dated February 28, 1972.

In the presence of:

for its Title

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

By Assistant Vice President Title

002069

International Industries, Inc.
Annual Report 1971

66-076 O—87——25

Table of Contents

Letter to Shareholders 2

Consolidated Balance Sheet 10

Consolidated Statement of
Retained Earnings (Deficit) 12

Consolidated Statement of Capital
in Excess of Par Value 12

Consolidated Statement of Operations 13

Consolidated Statement of Changes
in Financial Position 14

Notes to Consolidated Financial Statements . . 15

Officers and Directors 24

To Our Shareholders:

Chairman Al Lapin, Jr., and President Robert A. Memel at International Industries headquarters

002075

Fiscal 1971 ended August 29, 197 was the company's most difficul and challenging year since its forn ation in 1958. Our rapid growth an expansion over the past severa years, external economic condition a new industry environment an the severe liquidity crisis experie ced by the company created cond tions demanding change. Your ma agement had to face the necessit of reassessing and revising many long held business and operationa philosophies to be responsive t these changed conditions.

Plagued by prolonged liquidity difficulties and a tight real estate fi nancing market, expansion pro grams were sharply curtailed. A re-evaluation of the company's pos ture led to a decision to cease fran chising and to convert from fran chise to company operations in most of the non food operations. Bus inesses and assets no longer suited to our new operating posture were eliminated or marked for divestiture. A significant reorganization of

the management structure was implemented, many operating companies were combined and many staff and support functions were consolidated. Intensified cost control and cost reduction programs were implemented.

The financial impact of these changes led to nonrecurring losses of $28,554,000 in fiscal year 1971. Additionally, the expenses of continuing operations, as reported in the Consolidated Statement of Operations, were burdened by $9,368,000 of nonrecurring charges.

During this critical period your company continued to receive the support of its major institutional lenders. As a result, a restructuring of $60 million in indebtedness was recently completed. Key elements of the agreement with the company's lender group of 21 domestic and foreign institutions were an extension in the maturity dates of approximately $32 million in notes to August 31, 1975, $24 million in notes to 1986 and the conversion of approximately $33 million of debt to equity.

The debt restructuring has greatly strengthened the financial position of International Industries and is anticipated to have a significant positive effect on the company's goal of resuming profitability during fiscal 1972.

The details of the restructuring were reported in a special letter to shareholders in late October. The notes to the financial statements contained in this report give further detail concerning the restructuring program.

The company has designed its ongoing business plan and its organization for an early return to profitability, based on clearly identified profit opportunities measured by a stringent set of operating and financial criteria.

As a result of the application of these management standards, the company in the past fiscal year determined to divest operations that did not meet its criteria. Accordingly, the disposition of its interest in five companies has been completed. Several other companies are scheduled for divestiture at the earliest possible date commensurate with sound business practices.

Consolidation of division operations, wherever feasible, was achieved during the past fiscal year in the Food Services Group. Love's Wood-Pit Barbecue Restaurants, the Original House of Pies, Orange Julius of America and Wil Wright's Ice Cream Shoppes were consolidated into a new division, Uniworld Foods, Inc. Many functions common to all, including marketing, real estate acquisition and field services, were combined and resultant savings in reduced personnel requirements and operating expenses were accomplished. In a related administrative move, all food service division accounting departments were consolidated to effect better financial control and reporting procedures, while at the same time producing cost savings. The company's

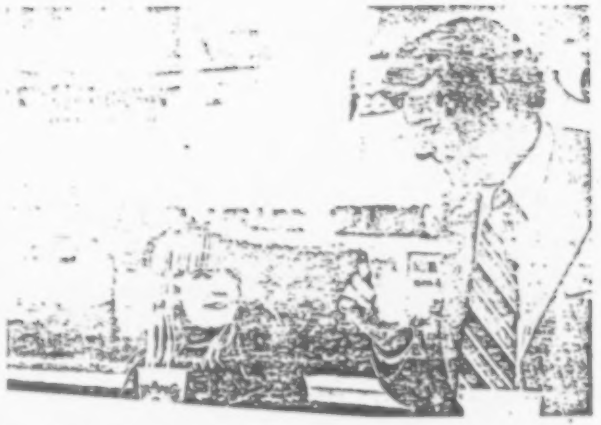
002070

two Education Service divisions Sawyer Business Colleges and The Bryman Schools, were also combined into one operating entity in fiscal 1971. The full impact of the programs instituted in the past year will be reflected in fiscal 1972 results.

The company gained additional strength in management in 1971. Joe E. Davis joined International Industries as Vice President Finance and a member of the Board of Directors. The new corporate management team complements a reorganization in the operating divisions, where new executive strength was also infused.

The flagship of International Industries' companies, the International House of Pancakes, continued its sound growth in 1971, opening 17 new units and moving into two new states, Arkansas and Mississippi. The popular orange and blue family restaurant is now seen in 36 states and in Canada. At the end of fiscal 1971, there were 325 International House of Pancakes in opera-

002077



...n with 10 more scheduled to ...en during the 1972 fiscal year.

For the first time, International House of Pancakes appeared in markets with less than 100,000 population. Volume exceeded expectations in the "new" cities of Asheville, North Carolina; Gulfport, Mississippi; Athens and Augusta, Georgia; Terra Haute, Indiana; Eugene, Oregon; Spokane, Washington; and Tuscaloosa, Alabama. The smaller markets offer a bright opportunity which International House of Pancakes is pursuing vigorously. Several new locations have been opened along major highways to attract travelers with equally promising results.

An emphasis on moderately priced dinner items brought new customers to International House of Pancakes in fiscal 1971. Volume moved upward across the country. International House of Pancakes now serves more than 60 million meals a year to its guests. From a marketing and merchandising stand-point, a highly successful promotion program with the National Football League was launched at the International House of Pancakes to distribute miniature helmets of all 26 NFL teams to young customers.

A larger prototype building—seating 100 instead of the present 84 and including a semi-private meeting room—was designed in 1971 and will be tested in selected new restaurant sites during the current year.

The new Uniworld Foods organization has enhanced the growth and profit potential of its component operations. The Original House of Pies was transformed in 1971 from a franchised chain of pie and coffee specialty restaurants to a

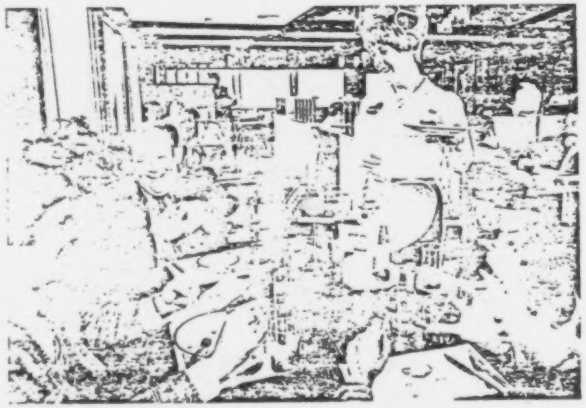
002075

company-owned operation offerin
full luncheon menus in most of it
units. During the current year a
ditional cooking capacity was i
stalled, and breakfast selection
have been incorporated in som
units. The result of these operation
al changes has caused a sales i
crease and a repositioning of th
Original House of Pies from a sp
cialty bakery-coffee house to a fo
midable entry in the restaurant
marketplace. Fifty-nine Original
House of Pies units are now operat
ing in California, Illinois, Oregon
Washington, Nebraska, Iowa, Texas
Colorado and Arizona, with new
openings scheduled for Illinois in
the 1972 fiscal year.

The franchise mode was contin
ued for the growing Love's Wood-Fi
Barbecue Restaurants in fiscal 197
This long standing restaurant group
which was acquired by Internation
al Industries in 1970, continues to
produce one of the highest average
unit volume and profit levels in the
restaurant business. Love's opened

new units in 1971 in California, Washington, Arizona and Nevada and encompassed a total of 37 restaurants at the end of last year. Additional Love's outlets are scheduled for construction in fiscal 1972 in Washington, Oregon, Nebraska and Texas with future expansion slated into New Mexico, Utah, Colorado and Illinois. Love's features cocktail service and a full luncheon and dinner menu oriented to the middle income family.

Orange Julius of America, with its marketing focus in regional shopping center malls, had 222 outlets at the end of fiscal 1971 in the United States, Mexico, the United Kingdom and Europe and plans to expand to the Far East and into South America. Orange Julius affords International Industries its initial vehicle for growth into foreign markets. Orange Julius' marketing approach was modified to a royalty licensing arrangement in fiscal 1971. Also during fiscal 1971 the company embarked on a test program



of full-service snack bars featuring Orange Julius. Called "Gazeebos," the new units resemble European sidewalk cafes and are located in areas of heavy pedestrian traffic.

The company-owned Wil Wright's Ice Cream Shoppes serve as a focal point for expanding Wil Wright's ice creams and European ices into new markets. In fiscal 1972, using a licensing method of distribution the company has selected specialty stores and supermarkets as the primary business targets for Wil Wright's products.

Following the close of fiscal 1971, the Master Hosts membership system and the company-owned Jack Spence Master Hosts Inn in Nashville, Tenn. were sold. Now operating under the Master Hosts International aegis are the Copper Penny

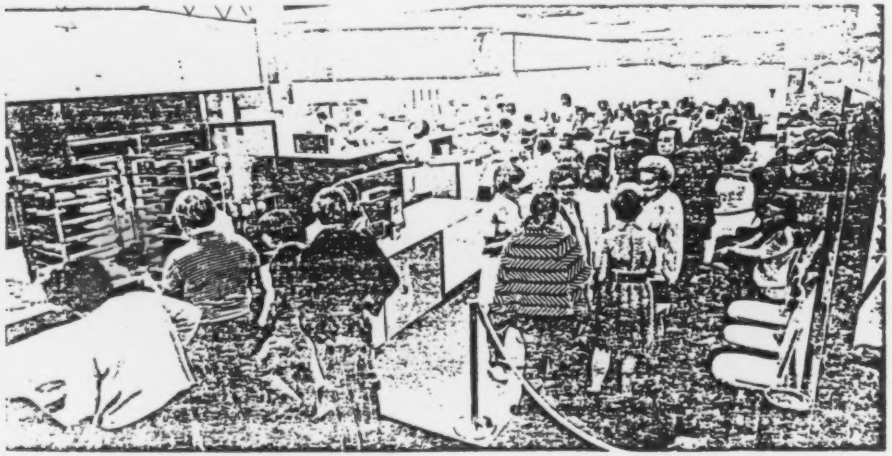
002030

Coffee Shops. The Santa Ynez Inn in Pacific Palisades, California, and the International Inn, near San Francisco International Airport. The 50-unit Copper Penny Family Coffee Shops concentrated expansion in 1971 in the Florida, New York and Chicago-Milwaukee areas.

In fiscal 1971 International Industries' Retail and Education Services underwent a major change in its operating method of distribution.

The Bryman Schools for medical and dental assistants and the Sawyer Business Colleges began their transition during fiscal 1971 from franchised to company-owned operations. With the increase in company operations, the schools have been repositioned for growth and expansion of enrollments in fiscal 1972.

United Rent-All reported an increase in its Military Rent-All operation and an expansion of merchandise at its civilian outlets. A truck rental program was instituted in cooperation with Hertz Corporation.



771

002081

The strength of our food services companies is especially gratifying. Much has been done in the past year to posture your company for a resumption of profitable operations. Management believes that the internal factors responsible for the loss during fiscal 1971 are not present in the current year thus greatly enhancing the company's profit potential for 1972 and the years ahead.

As International Industries moves into the 1972 fiscal year operating results are validating the actions taken by your management. With the continued loyal support of our employees, retail operators and shareholders, we are confident of success.

Respectfully submitted,

AL LAPIN, JR.
Chairman of the Board

ROBERT A. MEMEL
President

772

002082

International Indust[illegible] Inc. and Subsidiaries
Consolidated Balance Sheet

Assets	August 29, 1971		August 30, 1970 (Reclassified)	
CURRENT ASSETS				
Cash	$ 3,787,000		$ 5,707,000	
Short-term investments, at cost which approximates market	405,000		2,543,000	
Receivables				
Trade (net of allowance for doubtful accounts of $1,990,000 in 1971 and $330,000 in 1970)	13,273,000		15,057,000	
Equipment lease contracts (net of deferred interest of $2,463,000 in 1971 and $3,180,000 in 1970) (Note 3)	1,780,000		1,839,000	
Estimated recoveries of prior years' Federal income tax	1,600,000		344,000	
Real estate held for sale (Note 4)	10,304,000		37,820,000	
Inventories (Note 5)	6,525,000		11,064,000	
Prepaid expenses and other current assets	1,690,000		1,517,000	
Total Current Assets		$ 39,370,000		$ 75,891,000
FRANCHISE FEES RECEIVABLE (Note 3)		10,122,000		23,713,000
EQUIPMENT LEASE CONTRACTS RECEIVABLE (net of deferred interest of $21,296,000 in 1971 and $28,431,000 in 1970) (Note 3)		30,903,000		41,974,000
PROPERTY, EQUIPMENT AND IMPROVEMENTS, at cost				
Land and buildings	12,829,000		5,439,000	
Equipment and fixtures	13,746,000		7,843,000	
Leasehold improvements	16,207,000		17,516,000	
	42,782,000		30,798,000	
Less accumulated depreciation and amortization	5,711,000		3,936,000	
		37,071,000		26,862,000
REAL ESTATE HELD FOR SALE (Note 4)		20,200,000		—
OTHER ASSETS				
Net assets of discontinued businesses (Note 2)	2,527,000		33,156,000	
Excess of cost over net assets of businesses purchased (Note 2)	17,579,000		7,768,000	
Trademarks, formulae, deferred costs and expenses	3,874,000		6,374,000	
Investments, primarily land and notes	10,931,000		12,887,000	
		34,911,000		60,185,000
TOTAL ASSETS		$172,577,000		$228,625,000

002033

The accompanying notes are an integral part of these financial statements

10

Liabilities and Shareholders' Equity	August 29, 1971		August 30, 1970 (Restated)	
CURRENT LIABILITIES				
Current maturities of long-term debt (Notes 1 and 6)	$12,568,000		$27,587,000	
Accounts payable and accrued expenses	14,027,000		15,082,000	
Income taxes payable including deferred of $1,039,000	—		1,762,000	
Other current liabilities	926,000		1,798,000	
Total Current Liabilities		$ 27,521,000		$ 46,229,000
LONG-TERM DEBT (less current maturities) (Notes 1 and 6)		69,552,000		60,557,000
SUBORDINATED DEBT (Note 6)		5,383,000		5,383,000
DEFERRED CREDITS				
Deferred franchise fee income (net of deferred costs of $1,383,000 in 1971 and $6,834,000 in 1970) (Note 3)	1,750,000		9,255,000	
Deferred income taxes (Note 7)	—		8,980,000	
Other	1,645,000		498,000	
Total Deferred Credits		3,395,000		18,763,000
MINORITY INTERESTS		3,800,000		4,408,000
COMMITMENTS AND CONTINGENT LIABILITIES (Note 11)				
SHAREHOLDERS' EQUITY				
Preference stock, $1 par value, issuable in series, authorized 5,000,000 shares (Note 8)				
Series A $1.70 Cumulative Convertible, outstanding 1,085,700 shares in 1971 and 1,086,305 shares in 1970 (liquidation preference of $43,596,000)	1,086,000		1,086,000	
Series L Junior Convertible, outstanding 165,000 shares in 1971 and 1970 (liquidation preference of $5,701,000	165,000		165,000	
Common stock, $1 par value, authorized 25,000,000 shares; outstanding 5,298,038 shares in 1971 and 5,280,038 shares in 1970 (Note 9)	5,298,000		5,280,000	
Series B Preference and common stock to be issued in exchange for debt (Notes 1 and 8)	32,731,000		—	
Capital in excess of par value	66,542,000		66,462,000	
Retained earnings (deficit)	(42,896,000)		20,292,000	
Total Shareholders' Equity		62,926,000		93,285,000
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		$172,577,000		$228,625,000

002034

International Indust[illegible] Inc. and Subsidiaries
Consolidated Statement of Retained Earnings (Deficit)

	Year Ended	
	August 29, 1971	*August 30, 1970*
BALANCE AT BEGINNING YEAR	$ 20,292,000	$14,338,000
Net income (loss)	(62,572,000)	8,612,000
Dividends paid on Series A Preference Stock	(616,000)	(1,868,000)
Dividends paid by pooled company prior to acquisition	—	(737,000)
Deficit of pooled company not restated	—	(53,000)
BALANCE AT END OF YEAR	$(42,896,000)	$20,292,000

Consolidated Statement of Capital in Excess of Par Value

	Year Ended	
	August 29, 1971	*August 30, 1970*
BALANCE AT BEGINNING OF YEAR	$ 66,462,000	$65,630,000
Excess of proceeds over par value of shares issued (17,208 in 1971 and 35,303 in 1970) upon exercise of warrants, issuance of bonuses and exercise of stock options	80,000	290,000
Excess of par value of common shares issued (792 in 1971 and 171,472 in 1970) over par value of shares of Series A Preference Stock converted (605 in 1971 and 130,908 in 1970)	—	(41,000)
Federal income tax benefit of loss carry forward incurred by a subsidiary prior to acquisition	—	238,000
Fair market value of warrants issued in connection with loan and warrant agreement	—	245,000
Acquisition of pooled company not restated	—	64,000
Other	—	36,000
BALANCE AT END OF YEAR	$ 66,542,000	$66,462,000

002085

The accompanying notes are an integral part of these financial statements.

...rnational Industries, In... an... Subsidiaries
...nsolidated Statement of Operations (Note 2)

	Year Ended			
	August 29, 1971		August 30, 1970 (Reclassified)	
REVENUES				
FRANCHISE OPERATIONS				
Sales of franchises	$ 3,082,000		$ 5,519,000	
Profit on equipment lease contracts	1,352,000		6,733,000	
Merchandise sales to franchisees	7,325,000		6,800,000	
Rents, interest and other franchise revenues	20,599,000		15,903,000	
		$ 32,358,000		$ 34,955,000
COMPANY OPERATIONS				
Sales	23,819,000		15,254,000	
Tuition, rental and other	3,854,000		1,659,000	
		27,673,000		16,913,000
Interest, dividends and other		1,472,000		2,822,000
Total Revenues		61,503,000		54,690,000
COSTS AND EXPENSES				
Cost of merchandise and company sales	14,319,000		10,118,000	
Operating	35,832,000		17,349,000	
Selling, general and administrative	16,200,000		6,622,000	
Depreciation and amortization	3,443,000		1,494,000	
Interest	8,276,000		4,495,000	
Provision for (reduction of) Federal income tax (including deferred of ($2,549,000) in 1971 and $4,178,000 in 1970)	(2,549,000)		6,354,000	
Total Costs and Expenses		75,521,000		46,432,000
INCOME (LOSS) FROM CONTINUING OPERATIONS		(14,018,000)		8,258,000
INCOME (LOSS) FROM DISCONTINUED OPERATIONS, net of deferred income taxes of ($2,238,000) in 1971 and $733,000 in 1970		(12,307,000)		952,000
EXTRAORDINARY LOSSES, less applicable Federal income tax		(36,247,000)		(598,000)
NET INCOME (LOSS)		$(62,572,000)		$ 8,612,000
INCOME (LOSS) PER SHARE (Note 10)				
Income (loss) from continuing operations		$(3.00)		$ 1.20
Income (loss) from discontinued operations		(2.32)		.14
Extraordinary losses		(6.86)		(.09)
Net income (loss)		$(12.18)		$ 1.25

002086

The accompanying notes are an integral part of these [illegible] statements.

International Indux[illegible], Inc. and Subsidiaries
Consolidated Statement of Changes in Financial Position

	Year Ended	
	August 29, 1971	August 30, 1970 (Reclassified)
Working capital at beginning of year	$ 29,662,000	$ 45,832,000
Source and (use) of funds from operations		
Income (loss) from continuing operations	(14,018,000)	8,258,000
Deferred income tax	(8,980,000)	3,567,000
Depreciation and amortization (substantially on the straight-line method)	3,443,000	1,494,000
Working capital provided from (used in) operations, exclusive of discontinued operations and extraordinary losses	(19,555,000)	13,319,000
Income (loss) from discontinued operations and extraordinary items	(48,554,000)	354,000
(Increase) decrease in net assets of discontinued businesses	30,629,000	(20,028,000)
Proceeds from long-term debt, net of payments	8,995,000	47,218,000
Series B Preference and Common Stock to be issued in exchange for debt	32,731,000	—
Proceeds from options, warrants and issuance of bonuses	98,000	325,000
Additions to property, equipment and improvements	(13,652,000)	(15,695,000)
Dividends paid on Series A Preference Stock	(616,000)	(1,868,000)
(Increase) decrease in franchise fees receivable, net of deferred franchise fee income	6,056,000	(16,190,000)
(Increase) decrease in equipment lease contracts receivable	11,071,000	(20,322,000)
Real estate held for sale reclassified from current assets	(20,200,000)	—
(Increase) in excess of cost over net assets of businesses purchased	(9,811,000)	(3,264,000)
(Increase) decrease in deferred costs and investments	4,456,000	(408,000)
Other	539,000	389,000
(Decrease) in working capital	(17,813,000)	(16,170,000)
Working capital at end of year	$ 11,849,000	$ 29,662,000
(Decrease) in working capital comprised of:		
Increase (decrease) in current assets—		
Cash	$(1,920,000)	$ 2,791,000
Short-term investments	(2,138,000)	(30,709,000)
Receivables	(587,000)	(1,324,000)
Real estate held for sale	(27,516,000)	29,187,000
Inventories	(4,539,000)	7,990,000
Prepaid expenses and other	179,000	1,009,000
Total current assets	(36,521,000)	8,944,000
(Increase) decrease in current liabilities—		
Current maturities of long-term debt	15,019,000	(14,297,000)
Accounts payable and accrued expenses	1,055,000	(10,485,000)
Income taxes	1,762,000	925,000
Other	872,000	(1,257,000)
Total current liabilities	18,708,000	(25,114,000)
	$(17,813,000)	$(16,170,000)

The accompanying notes are an integral part of these financial statements.

[illegible]

...Restructure of Indebtedness

...n May of 1970 the Company entered into a Loan ...greement with six commercial banks provid...ng for revolving lines of credit. On December 3 ...970, the banks and certain other lenders agreed ...o amend the Loan Agreement and restructure ...ertain unsecured indebtedness of the Company. The financial statements at August 30, 1970 gave effect to such debt restructure.

On March 24, 1971, the Company entered into a new Credit Agreement with its major lenders which provided for the extension of maturities of certain of the Company's indebtedness, conversion of certain accrued interest to notes, and the establishment of relative priorities of payment among the lenders. As part of the March 24, 1971 transaction, the Company entered into a Security Agreement, which granted the lenders a security interest in its assets to secure the payment and performance of the Company's obligations to such lenders.

Under the terms of the March 24, 1971 Credit Agreement, the Company issued its promissory notes in series with annual interest rates substantially at the prime rate or above. Such series notes aggregated $88,920,000 at August 29, 1971, of which $29,755,000 was due either on demand or on dates between February 28, 1972 and August 31, 1974; $7,654,000 was due on February 28, 1973, and $51,511,000 was due on August 31, 1974.

A First Supplement to Credit Agreement dated November 19, 1971, became effective as of August 29, 1971 pursuant to which the previously issued series notes and accrued interest aggregating $90,455,000 will be exchanged for the following:

DEBT	
$32,724,000	of Series Promissory Notes with interest at the prime rate or above of which $2,000,000 is due on demand and the balance matures on August 31, 1975;
5,621,000	of Convertible Notes due August 31,1986, with interest at 7⅝% of the prime rate until August 31, 1975, 7% until August 31, 1977 and 8⅛% thereafter. Interest accruing from August 30, 1971 is payable on October 31, 1973 and semi-annually thereafter;
19,379,000	of Sinking Fund Notes, of which $785,000 represents accrued interest, with interest rates and payment provisions the same as the Convertible Notes, $3,000,000 of which is payable on demand and $16,379,000 is due on August 31, 1986;
$57,724,000	
EQUITY	
31,981,000	of Series B Preference Stock, $14 stated value, authorized, 2,284,353 shares, to be issued, 2,284,353 shares;
750,000	of Common Stock, $1 par value, 250,000 shares to be issued in payment of $750,000 of accrued interest
32,731,000	
$90,455,000	

Such debt and equity is classified in the balance sheet as of August 29, 1971 in accordance with the terms of the First Supplement to Credit Agreement.

Any events of default which may have occurred prior to November 19, 1971 have been waived by the lenders.

Under the terms of the Series Promissory Notes, Convertible Notes and Sinking Fund Notes, the provisions of the March 24, 1971 Credit Agreement and Security Agreement continue in force. Such notes and the Series B Preference Stock may be redeemed in whole or in part at any time prior to maturity. The notes and the Series B Preference Stock are entitled to the benefits of a contingent sinking fund which provides that proceeds from the sale of certain assets, the sale of securities and certain excess cash flow shall be used to redeem the Series Promissory Notes, the Series B Preference Stock (to the extent permitted by the provisions of the Company's 6% subordinated debentures and Series A Preference Stock), the Sinking Fund Notes and finally the Convertible Notes, in that order.

The Convertible Notes are convertible at any time prior to maturity or redemption into an aggregate of 10.25% of the sum of common shares outstanding and common shares reserved for issuance at the time of such conversion. At the present time the conversion price is $7 per share which would result in the issuance of 803,015 shares if all of the notes were converted. Further, a maximum of $3,789,709 of the Sinking Fund Notes may become convertible into a maximum of 541,386 shares of common stock to the extent that the Series B Preference Stock has not been redeemed on or before March 31, 1976, with a pro rata reduction in such convertibility to the extent there has been partial redemption of the Series B Preference Stock on or before March 31, 1976.

The Convertible Notes and the Sinking Fund Notes impose certain restrictions which include the following: the Company cannot, without prior consent, issue any common stock or securities convertible into common stock except for those commitments outstanding at August 29, 1971, including common shares reserved for issuance under the First Supplement to Credit Agreement (see Note 9), nor can it declare or pay any dividends or make any distributions on any of its capital stock except for dividends on its Series A and B Preference Stock and stock dividends, nor can it acquire any capital stock except the Series B Preference Stock.

See Note 8 of notes to financial statements for a description of the Series B Preference Stock.

2. *Discontinued Operations and Basis of Presentation*

During the year ended August 29, 1971, the Company discontinued the franchise method of operation in a number of its companies and repurchased certain franchises in such companies with the intention of either operating them as Company units or closing them. The cost of repurchasing such franchises in excess of the cost of the tangible assets acquired ($9,811,000) has been included under the caption "excess of cost over net assets of businesses purchased" in the case of profitable units and is being amortized over the

remaining life of the property lease, and has been charged to operations in the case of unprofitable units. In addition, the Company has provided for estimated losses to be incurred in acquiring those unprofitable units not yet repurchased at August 29, 1971. The aggregate loss on the discontinuance of the franchise method of operation was $21,114,000.

During the fiscal year, the Company decided to sell or abandon its investments in a number of unprofitable companies. In connection therewith, the Company has instituted and is continuing a program of evaluation of the operations of certain of its businesses with the intention of disposing of those businesses which do not indicate a reasonable return on investment. As a result of this program, it disposed of its investments in five companies at an aggregate loss of $10,726,000 and established estimated provisions for losses to be incurred in connection with the proposed divestiture of certain additional operations.

The combined loss on the discontinuance of franchise operations and the divestiture of certain companies aggregated $36,247,000, net of deferred tax credits of $6,593,000, and has been reflected as an extraordinary loss in the accompanying statement of operations.

The accompanying financial statements include on a consolidated basis the accounts of the Company and its subsidiaries except for those companies which have been or will be sold or abandoned. The accompanying balance sheet reflects the Company's investment in such companies at its equity in their underlying net assets reduced by the estimated provisions for losses to be incurred in connection with such divestiture. The accompanying consolidated statement of operations reflects the operations of the discontinued franchise activities and the operations of divested and to be divested companies as "income (loss) from discontinued operations" for the periods prior to the dates of the Company's decisions as to discontinuance and/or divestiture and thereafter as "extraordinary losses." Revenues from such discontinued operations amounted to $28,233,000 in 1971 and $42,329,000 in 1970.

Of the amount included in excess of cost over net assets of businesses purchased in the accompanying balance sheet, $7,768,000 is not being amortized since, in the opinion of the Company, there is no evidence of limited life of this asset.

Extraordinary items incurred during the year ended August 30, 1970 are comprised of a net gain on sale of two companies ($1,050,000), losses incurred in connection with the abandonment of six businesses ($1,787,000), the sale of certain marketable securities, ($427,000) (in each case net of applicable Federal income taxes aggregating $4,504,000) and Federal income tax benefit of $566,000 relating to available operating loss carry forwards.

The financial statements for the year ended August 30, 1970 have been reclassified to conform to the current year's presentation.

3. *Accounting for Franchise Fees and Equipment Lease Contracts*

Upon the signing of a franchise agreement, the Company records the cash and note received in payment of the franchise fee as deferred income. Related costs and expenses, not in excess of the franchise fee, are deferred and recorded as a reduction of deferred income until the franchised unit is opened, at which time, the Company reports franchise fee income and related costs and expenses in its consolidated statement of operations. The franchise notes are substantially due in installments over ten years.

Equipment is leased to franchisees for the life of the franchise agreement, generally 15 to 20 years. Such lease contracts are accounted for under the "finance method." The portion of the total lease payment which represents profit on the sale of equipment is reported as income in the year in which the franchised unit is opened; the portion which represents imputed interest is deferred and reported as income over the life of the lease.

4. *Real Estate Held for Sale*

Real estate held for sale is comprised of retail operating units. Historically, the Company has financed the acquisition of such units through build-to-suit and sale and leaseback transactions with investors and has subleased the properties to franchisees at aggregate rentals in excess of those paid by the Company.

Real estate taxes and interest incurred during construction are capitalized. After construction is complete, rentals received from franchisees in connection with operating units are recorded as income; depreciation and real estate carrying costs are charged against income until such time as a sale and leaseback agreement is consummated.

The Company intends to sell such real estate substantially at cost under sale and leaseback agreements. In the opinion of management, the economic and money market conditions which in fiscal 1971 seriously affected the Company's ability to dispose of such real estate within the year may continue. For this reason only that portion of the real estate held for sale which the Company believes can be disposed during fiscal 1972 has been classified as a current asset.

5. *Inventories*

Inventories which consist of reacquired franchises related to continuing franchise operations, equipment held for resale ($3,446,000, 1971 and $6,776,000 1970) and merchandise and supplies $3,079,000, 1971 and $4,288,000, 1970) are stated at the lower of cost or market, on a first-in, first-out basis. The carrying value of reacquired franchises and equipment held for resale represents the uncollected balances of franchisee receivables and costs of reacquisition, which amounts do not exceed estimated resale value.

002091

6. *Long-Term and Subordinated Debt*

	August 29, 1971			August 30, 1970
	Due Within One Year	Due After One Year	Total	
Long-term debt is summarized as follows				
Notes payable to lenders under First Supplement to Credit Agreement (See Note 1)	$ 5,000,000	$52,724,000	$57,724,000	$70,952,000
5% to 10% unsecured notes payable principally to banks with latest maturity in 1979	950,000	315,000	1,265,000	497,000
4½% to 7% notes payable related to acquisitions, due in various installments through 1985	998,000	3,478,000	4,476,000	5,191,000
4% to 14% mortgage loans payable, due in various installments through 1992	4,287,000	9,347,000	13,634,000	3,992,000
Other notes and contracts payable at various interest rates, due in installments through 1979	1,333,000	3,688,000	5,021,000	7,512,000
	$12,568,000	$69,552,000	$82,120,000	$88,144,000
Subordinated debt is summarized as follows				
6% Subordinated Debentures due January 1, 1987 with annual sinking fund requirements from 1976 to 1987	$ —	$ 3,833,000	$ 3,833,000	$ 3,833,000
5¼% Subordinated notes due 1984, convertible into 24,615 common shares	—	1,550,000	1,550,000	1,550,000
	$ —	$ 5,383,000	$ 5,383,000	$ 5,383,000

7. *Income Taxes*

The Company has provided deferred Federal and state income taxes, to the extent tax benefits were available, in recognition of timing differences in reporting certain items of income and expense (principally franchise fees, equipment lease contracts and deferred costs) in the tax returns from amounts reported in the financial statements.

Previously provided net deferred income tax credits have been applied as a reduction of the loss reported in the accompanying financial statements.

The net operating loss carry forward for Federal income tax purposes estimated at approximately $37,000,000, expires in varying amounts during the ensuing five year period ending in 1976.

8. *Preference Stock*

The preference stock is issuable in series with such conversion, liquidation, redemption, voting and dividend rights as may be fixed by the Board of Directors in providing for the issuance thereof.

Each share of the first series, designated Series A $1.70 Cumulative Convertible Preference Stock is voting and is convertible into 1.31 shares of common stock or is redeemable at $100 per share from March 26, 1972 through March 26, 1973, at $75 per share from March 27, 1973 through March

002092

26, 1974 and at $65 per share thereafter, plus accrued dividends in each case. In the event of involuntary liquidation, each share would receive $38.88 plus accrued dividends. At August 29, 1971, the Company has reserved 1,422,267 shares of its common stock for conversion.

In the event that six or more quarterly dividends on the Series A Preference Stock are in arrears, in whole or in part, then the holders of all series of preference stock as to which there is then such an arrearage shall be entitled, voting as a separate class, to elect three members of the Board of Directors in addition to those then in office. Such right to elect three directors may be exercised until the dividends in arrears have either been paid in full or funds sufficient therefore set aside. At November 22, 1971, three quarterly dividends ($1,384,000) on the Series A Preference Stock are in arrears.

While any of the Series A Preference Stock shall be outstanding no dividend shall be paid or declared, nor shall any distribution be made on any junior stock of the Company (except in shares of the same class or series of junior stock of the Company), nor shall any shares of such stock be acquired by the Company or any of its subsidiaries (except shares acquired in settlement of a bona fide dispute with a shareholder) if, after giving effect to such dividend, distribution or acquisition, the aggregate payments for all such purposes would exceed the sum of $727,000.

The Series B Preference Stock is junior only to the Company's Series A Preference Stock, is non-voting, is non-dividend bearing until October 1, 1976 at which time dividends accrue and are cumulative at the rate of 5% per annum ($5.70 per share) and is non-convertible until March 31, 1976, at which time, unless it has been previously redeemed, it becomes convertible into a maximum of 34.75% of the sum of common shares outstanding and common shares reserved for issuance as of March 31, 1976. There are certain restrictions on the transferability of such preference stock until it becomes convertible.

In the event that six quarterly dividends on any series of preference stock are in arrears, then the holders of Series B Preference Stock shall be entitled to elect two members of the Board of Directors in addition to the then number of Directors until payment of arrearages is made or funds are set aside for payment.

In addition, the Company cannot, without prior consent, increase the authorized Preference Stock, $1 par value, issuable in series beyond the presently authorized 5,000,000 shares, nor can it authorize or issue shares of any class of capital stock which would rank on a parity with or above the Series B Preference Stock.

Commencing September 1, 1976, the Company is required to establish a mandatory sinking fund for the retirement of the Series B Preference Stock by annual payments sufficient to retire 285,545 of such preference shares each year to and including September 1, 1983.

In the event of involuntary liquidation, each share is entitled to receive $14.70 until September 1, 1976 and $14.00 plus accrued dividends thereafter.

002092

The series designated Series L Junior Convertible Preference Stock was issued in August, 1970. Each share has one vote and is convertible at any time into one share of common stock. On September 1, 1975, the Company is required to purchase all of the outstanding Series L Preference Stock not previously sold or converted at a price of $34.55 per share.

The Company is required to make semi-annual deposits to a sinking fund from February 28, 1974 to August 31, 1975 in the aggregate amount of $2,280,000 reduced by shares previously sold or converted. Prior to September 1, 1975, the Company may require the preferred shareholders to sell all or part of the Series L Preference Stock or convert such shares and sell the common stock into which such shares are convertible. The Company must pay to the selling shareholders the difference, if any, between the selling price and the greater of $34.55 per share or $2.00 less than the market value of the Company's common stock at that time, payable in cash if consummated prior to September 1, 1973 or in convertible promissory notes (at $34.55) if consummated after September 1, 1973. The Series L shareholders are entitled to a non-cumulative dividend of $1.00 per share before any cash dividends may be paid on common stock. If the Company has paid or set aside, in any fiscal year, a cash dividend of $1.00 per share on each of such shares, the Series L and common shareholders thereafter share additional dividends proportionately. In the event of involuntary liquidation, each share would receive $34.55.

9. Common Stock

Common stock reserved for issuance is summarized as follows:

	Shares Reserved at August 29, 1971	August 30, 1970
Conversion of Series A Preference Stock	1,422,267	1,423,060
Conversion of Series B Preference Stock	4,568,706	—
Conversion of Series L Preference Stock	165,000	165,000
Contingent upon conversion of Series L Preference Stock	20,000	20,000
Convertible Notes	803,015	—
Sinking Fund Notes	541,386	—
Conversion of 5¾% Convertible Subordinated Promissory Notes	24,615	24,615
Warrant Agreements	119,382	124,123
Qualified and Non-Statutory stock option plans	273,218	311,351
	7,937,589	2,068,149

During the fiscal year 1971, the Company approved a Non-Statutory Stock Option Plan under the terms of which options may only be exercised in lieu of an identical, previously existing qualified option. Options are granted at not less than market value on the date of grant and expire five years after grant. No option may be granted to any person who owns stock of the Company possessing more than 5% of the combined voting power of all classes of issued voting

00209

stock. Generally, options granted become exercisable cumulatively to the extent of 40% of such options during the third year after grant, 20% in the fourth year, and 40% in the fifth year.

Following is a summary of the activity with respect to options during the years ended August 30, 1970 and August 29, 1971:

	Option Price Per Share	Outstanding	Exercisable	Available for Grant
At August 31, 1969	$2.33 to $52.63	175,910	19,780	81,728
Net increase authorized by shareholders	—	—	—	69,941
Granted	8.63 to 45.50	109,050	—	(109,050)
Became exercisable	2.72 to 51.00	—	57,613	—
Exercised	2.72 to 33.50	(16,228)	(16,228)	—
Cancelled	2.33 to 52.63	(27,599)	(831)	27,599
At August 30, 1970	2.72 to 51.00	241,133	60,334	70,218
Granted	7.75 to 12.25	41,000	—	(41,000)
Became exercisable	5.89 to 51.00	—	20,806	—
Exercised	2.72 to 12.53	(12,467)	(12,467)	—
Cancelled	5.89 to 51.00	(85,416)	(6,533)	59,750
At August 29, 1971	2.72 to 51.00	184,250	62,140	88,968

10. Income (Loss) Per Share

Loss per share for the year ended August 29, 1971 is based on the weighted average number of common shares outstanding during the year (5,287,000 common shares). Common equivalent shares have not been included in the computation of loss per share since such inclusion would be antidilutive. Income per share for the year ended August 30, 1970 is based on the weighted average number of common shares outstanding increased by the equivalent number of shares issuable upon conversion of preference stock and exercise of outstanding options and warrants (6,894,000 common and common equivalent shares).

11. Commitments and Contingent Liabilities

The Company is a defendant in a number of actions brought under Federal anti-trust laws by franchisees arising out of the routine operations of International House of Pancakes franchise restaurants. The court has recently declared such actions to be maintainable as class actions on behalf of all International House of Pancakes franchisees who elect to join therein. Such order does not constitute any expression of opinion by the court as to the merits of the actions, which in the opinion of counsel to the Company are without merit. At this date, it is not known how many additional franchisees, if any, will participate as plaintiffs in such actions.

002095

Minimum annual rentals under leases in effect at August 29, 1971, approximate $13,500,000. Many of the leases require the Company to pay additional amounts based upon a percentage of the sales at the location, as well as property taxes, insurance and other charges. Such leases expire at various dates through 2048. Substantially all properties covered by such leases are subleased to franchisees for the full term of the Company's lease at rentals generally in excess of that paid by the Company.

At August 29, 1971, the Company has entered into contracts relating to the construction of restaurant or store sites aggregating approximately $400,000. In addition, the Company is committed to purchase approximately $800,000 of restaurant and store equipment. The Company is contingently liable for discounted notes and other obligations of approximately $4,300,000 at August 29, 1971.

MAIN LAFRENTZ & CO.
CERTIFIED PUBLIC ACCOUNTANTS

2600 WILSHIRE BOULEVARD
LOS ANGELES 90057

The Board of Directors and Shareholders,
International Industries, Inc.

We have examined the consolidated balance sheet of International Industries, Inc. and Subsidiaries as of August 29, 1971, and the related consolidated statements of operations, retained earnings (deficit), capital in excess of par value and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the consolidated financial position of International Industries, Inc. and Subsidiaries at August 29, 1971, and the consolidated results of their operations and changes in financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Main Lafrentz & Co.

002096

Los Angeles, California
November 22, 1971

OFFICERS

Al Lapin, Jr., *chairman of the board*
Robert A. Memel, *president*
Joe E. Davis, *vice president, finance*
Edward H. Resnick, *vice president, legal affairs*
James E. Wright, *vice president*
D. James Staas, *controller*

BOARD OF DIRECTORS

Al Lapin, Jr., *chairman, International Industries, Inc.*
Irving A. Bernstein, *attorney-at-law*
Phil David Fine, *attorney-at-law; chairman, Commonwealth National Bank, Boston*
Joe E. Davis, *vice president, finance, International Industries, Inc.*
Albert I. Kallis, *marketing consultant*
Irving A. Lapin, *director of music, National Broadcasting Company*
Robert A. Memel, *president, International Industries, Inc.*
Martin Perlberg, *vice president, RKO Stanley Warner Theaters*
Edward H. Resnick, *vice president, legal affairs, International Industries, Inc.*
Dr. John P. Shelton, *professor of finance, UCLA Graduate School of Business Administration*

GENERAL COUNSEL

Irving A. Bernstein, Beverly Hills, California

AUDITORS

Main Lafrentz & Co., Los Angeles, California

TRANSFER AGENTS

Security Pacific National Bank, Los Angeles, California
Chemical Bank, New York, N.Y.

REGISTRARS

Union Bank, Los Angeles, California
Manufacturers Hanover Trust Company, New York, N.Y.

002097

CORPORATE OFFICES

9808 Wilshire Boulevard, Beverly Hills, California 90212

PURCHASE AGREEMENT

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter called SELLER, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, hereinafter called PURCHASER, is made with reference to the following facts:

1. SELLER now owns those certain tracts of land, together with the buildings and improvements erected thereon, lying and being in the County of Providence, State of Rhode Island, each commonly known as THE INTERNATIONAL HOUSE OF PANCAKES, and more particularly described in Exhibit A and Exhibit B annexed hereto; such premises and improvements being hereinafter called the PREMISES.

The parties hereto are desirous that SELLER shall convey the PREMISES to PURCHASER and that thereupon the PURCHASER shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinbelow set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty deed, free of all encumbrances, and PURCHASER agrees to purchase the PREMISES. In the event SELLER shall be unable to convey a marketable title in accordance with this Agreement, then the deposit(s) hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for each of the buildings constructed upon the PREMISES, along with a written statement setting

forth the land cost and date of purchase on each of the properties, and the survey referred to in section III A2. PURCHASER acknowledges that the building is painted with a unique combination of colors, namely, blue, white and persimmon, and has unique logos and drawings and turnposts of novel design, all of which PURCHASER agrees are distinctive features and the sole property of SELLER; provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining the mortgage financing described above.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 1045 Reservoir Avenue, City of Cranston, Rhode Island (described in Exhibit A) shall be Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), of which a deposit of Thirteen Thousand One Hundred Sixty-six Dollars ($13,166.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The purchase price of the premises situated at 228 Meeting Street, City of Providence, Rhode Island (described in Exhibit B) shall be Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00), of which a deposit of Fifteen Thousand Five Hundred Seventy-two Dollars ($15,572.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The balance shall be paid in cash on the delivery of the

002174

deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that each of the buildings constructed on the PREMISES and the businesses being operated therefrom, do not violate any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encorachment by any of the said improvements upon any adjacent property, nor any encroachments by any improvements on any adjacent property upon the PREMISES.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed and the Master Lease, so called, together with the first mortgage to PURCHASER'S mortgagee. (Exhibits C and D, respectively.

4. Conditions, restrictions and limitations of

00917

record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions, or limitations render SELLER'S title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing, deliver to PURCHASER owner's marketability title insurance binders issued by Security Title & Guaranty Co., through its exclusive agent in the City of Providence, Rhode Island, SECURITY TITLE INSURANCE AGENCY, INC., which binders shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted by Paragraph A above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, owner's marketability policies for the full purchase prices of the PREMISES, which policies shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes,

water, utility charges or light charges on or before the date of closing.

C. No closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay a prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of Rhode Island. The deed shall be in proper form for recording and shall be duly executed, acknowledged, and have Rhode Island revenue stamps affixed thereto by SELLER, at SELLER's expense, so as to convey to PURCHASER good and marketable fee simple title to the PREMISES, free of all encumbrances except as herein provided.

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other improvements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly

002177

notify PURCHASER of such fact. The closing shall then be postponed until the work shall have been completed and paid for by SELLER; provided, however, that SELLER agrees to promptly commence said work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of SECURITY TITLE INSURANCE AGENCY, INC., 506 Industrial Bank Building, Providence, Rhode Island within ten (10) days of the furnishing of an executed copy of this Agreement to the PURCHASER, or at such other time and place as shall have been agreed to in writing by SELLER and PURCHASER, It is understood and agreed that SELLER will reasonably cooperate with PURCHASER in complying with the closing requirements of PURCHASER's lending institution providing the mortgage financing referred to above. The closing shall be held in compliance with the terms and conditions required by the lending institution making a mortgage loan to the PURCHASER, it being understood that time is of the essence in the completion of the closing herein provided for.

VIII. LEASEBACK

A. At the closing, and simultaneously with the delivery of the deed to the PREMISES from SELLER to PURCHASER, the parties shall enter into a net lease of the PREMISES in the form of that annexed hereto.

B. The form of lease attached hereto shall be completed at the closing as follows: the date of the lease and the

commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to both of the leases (or subleases) affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases (or subleases) to SELLER as lessee under the foregoing leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rentals provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in Exhibit A) shall be Thirty-one Thousand Five Hundred Ninety-eight and 40/100 Dollars ($31,598.40), payable by tenant (SELLER) to landlord (PURCHASER) during the full term in two hundred forty (240) equal monthly installments of Two Thousand Six Hundred Thirty-three and 20/100 Dollars ($2,633.20), payable on the first day of each calendar month.

F. The fixed minimum annual rental for the PREMISES situated at 228 Meeting Street in the City of Providence, Rhode Island (described in Exhibit B) shall be Thirty-seven Thousand Three Hundred Seventy-two and 80/100 Dollars ($37,372.80), payable by tenant (SELLER) to landlord (PURCHASER) during the full

002179

term in two hundred forty (240) equal monthly installments of Three Thousand One Hundred Fourteen and 40/100 Dollars ($3,114.40), payable on the first day of each calendar month.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year. Each of the PREMISES described in Exhibit A and Exhibit B shall be considered separately in determining the additional rental, provided for by this paragraph.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposits as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to SECURITY TITLE INSURANCE AGENCY, INC. to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right to specific performance of this Agreement, and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his rights hereunder. If

ER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by SECURITY TITLE & GUARANTY CO., PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, SECURITY TITLE INSURANCE AGENCY, INC. and said escrowee hereby agrees to abide by the instructions contained in Exhibit E and Exhibit F attached hereto.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, and a summary of the master lease.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. Seller agrees that the purchase price shall be reduced by the

002181

obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded without any further liability on the part of either party.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of Rhode Island both as to interpretation and performance.

IN WITNESS WHEREOF, the PURCHASER has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

Michael A. Abatuno, Trustee

Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the Crepe Trust, PURCHASER

IN WITNESS WHEREOF, the SELLER has hereunto executed this Agreement in Beverly Hills, California, this 2nd day of March, 1972.

INTERNATIONAL INDUSTRIES, INC.

By E H Bruch VP

IN WITNESS WHEREOF, the Escrowee has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

SECURITY TITLE INSURANCE AGENCY, INC

By Clifford G. Sholdra Sec.

002182

amount of 5% of the purchase price on the sale of the premises described in Exhibit A and/or Exhibit B in consideration of the agreement of the purchaser, who hereby assumes the obligation to pay said broker.

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

To SELLER: 9808 Wilshire Boulevard,
Beverly Hills, California 90202;

To PURCHASER: c/o Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 02903

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. SUBMISSION OF AGREEMENT

The submission of this Agreement does not constitute an offer to sell and this Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure to

SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by SECURITY TITLE & GUARANTY CO., PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, SECURITY TITLE INSURANCE AGENCY, INC. and said escrowee hereby agrees to abide by the instructions contained in Exhibit E and Exhibit F attached hereto.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, and a summary of the master lease.

002184

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. Seller agrees that the purchase price shall be reduced by the

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between Ihop Corp. of Cranston, R.I., a corporation, hereinafter called "Sublessor" and Louis Lautieri, hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its Landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting thereon an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be twenty (20) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall take possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 395.00, payable on Monday of each week following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as aforesaid, a percentage rental in an amount equal to ten percent (10%) of all gross sales in excess of Four Thousand Dollars ($4,000) based on Sublessee's gross sales for the preceding week. Gross sales are defined as the amount of all sales of food, goods, wares, merchandise and services made in, upon, or from the demised premises, whether for cash or on credit (and if on credit, whether or not payment is received therefor). There shall be deducted from gross sales for purpose of said computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which by law are chargeable to customers, and the amount of any actual refunds, exchanges, overrings, and allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed therefor, all increases in real property taxes (including assessments) on the demised premises, if any. Such amount shall be equal to the amount, if any, by which the taxes assessed against the demised premises during the term hereof shall exceed the amount of such taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee shall be made available for inspection by Sublessor or its agents at any time during business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

V

REPAIRS AND MAINTENANCE

Sublessor agrees to and will keep and maintain the roof and exterior walls, but not including any exterior doors, windows or other glass, in good order, condition, and state of repair. Sublessee agrees to and shall, at his own cost and expense, keep and maintain all of the remainder of the demised premises, including, without limitation, the interior walls, ceilings, floors, windows, doors, plumbing, electrical systems and all of the exterior of the demised premises, including, without limitation, parking areas and exterior doors, all in good condition and state of repair at all times during the term of this sublease.

002187

VI

INSURANCE

Sublessor will, on behalf of Sublessee, cause to be obtained and Sublessee agrees to keep in force during the term hereof, at Sublessee's expense, fire insurance with extended coverage endorsement on the building in an amount equal to the full insurable value thereof, excluding foundation and excavating costs, and public liability insurance in a sum not less than $300,000 for injury to one person, and not less than $500,000 for injuries to more than one person arising out of the same casualty, and insurance against damage to property in a sum not less than $25,000 and such other insurance as may be required by the master lease or Sublessor. All said policies shall be issued for the benefit of Sublessor, Sublessee and Landlord, and shall be carried and maintained with standard solvent stock or mutual insurance companies.

VII

ASSIGNMENT

Sublessee shall not assign or hypothecate this sublease, or any interest therein, or any portion thereof, nor shall Sublessee sublet any portion of the demised premises nor permit any other person (the agents and employees of Sublessee excepted) to occupy or use said premises or any part thereof, without first having obtained the written consent of Sublessor. This sublease shall not, nor shall any interest therein, be assignable, as to the interest of Sublessee, by operation of law, without the written consent of Sublessor.

VIII

REMEDIES OF SUBLESSOR ON DEFAULT

In the event of any breach of this sublease by Sublessee, then Sublessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sublessee. Should Sublessor at any time terminate this sublease for any breach, in addition to any other remedy it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this sublease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Sublessee to Sublessor. The remedies herein stated shall not be deemed to be exclusive, but are cumulative of and in addition to all other remedies Sublessor may have at law or in equity.

IX

NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by registered or certified mail, with return receipt requested, postage prepaid. Any notice to Sublessor shall be in duplicate. One copy shall be addressed to it at 6847 Lankershim Boulevard, North Hollywood, California, Attention: Director of Operations, and the other copy shall be addressed to it at the regional office for the Sublessor closest to the demised premises. Any notice to Sublessee may be addressed to him at the address of the demised premises. Either party may designate another address at any time by appropriate written notice to the other.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this sublease this 29th day August, 1969.

"SUBLESSOR"

Thop Corp. of Cranston, R.I.

by [signature]

APPROVED
SUBJECT
FORM

"SUBLESSEE"

[signature]

002185

EXHIBIT C

802

ADDENDUM

Addendum to that Sublease (or Lease) made the 29th day of August, 1969 by and between Ihop Corp. of Cranston, R.I.

_____ hereinafter called Sublessor and Louis Lautieri

_____ hereinafter called Sublessee.

WITNESSETH:

The aforementioned Sublease (or Lease) is hereby amended by deleting Article I and inserting in lieu thereof the following:

I

Sublessor hereby subleases to Sublessee and Sublessee hereby hires from Sublessor on the terms and conditions hereinafter set forth, and subject to all of the terms, conditions, and covenants of any lease now or hereinafter entered into between the Sublessor and its landlord (hereinafter called "master lease"), those certain premises with the appurtenances described in Exhibit "A" attached hereto.

The aforementioned Sublease (or Lease) is hereby further amended by the addition of the following article:

This Sublease and the rights of Sublessee hereunder are expressly subordinate and subject to the lien of any master lease, mortgage, deed of trust or other voluntary hypothecation now or at any time hereafter charged against the Premises or any land, building or improvements included therein, or of which the Premises are a part, or any portion or portions thereof. Sublessee agrees, upon request of Sublessor, to execute at any time and from time to time such documents as may be necessary or appropriate to effectuate the foregoing subordination.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease (or Lease) this 27 day of [illegible], 19[illegible].

APPROVED
Murray Posin
MP

SUBLESSOR
Ihop Corp. of Cranston, R.I.

By _____
PRESIDENT

SUBLESSEE

By _____
Louis Lautieri

002189

EXHIBIT C

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between [illegible] International Houses of Pancakes, a Division of International Industries, a corporation, hereinafter called "Sublessor" and Robert K. Hawkinson, Jr., hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its Landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting thereon an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be twenty (20) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall take possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 795.00, payable on Monday of each week following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as aforesaid, a percentage rental in an amount equal to ten percent (10%) of all gross sales in excess of Four Thousand Dollars ($4,000) based on Sublessee's gross sales for the preceding week. Gross sales are defined as the amount of all sales of food, goods, wares, merchandise and services made in, upon, or from the demised premises, whether for cash or on credit (and if on credit, whether or not payment is received therefor). There shall be deducted from gross sales for purpose of said computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which by law are chargeable to customers, and the amount of any actual refunds, exchanges, overrings, and allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed therefor, all increases in real property taxes (including assessments) on the demised premises, if any. Such amount shall be equal to the amount, if any, by which the taxes assessed against the demised premises during the term hereof shall exceed the amount of such taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee shall be made available for inspection by Sublessor or its agents at any time during business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

V

REPAIRS AND MAINTENANCE

Sublessor agrees to and will keep and maintain the roof and exterior walls, but not including any exterior doors, windows or other glass, in good order, condition, and state of repair. Sublessee agrees to and shall, at his own cost and expense, keep and maintain all of the remainder of the demised premises, including, without limitation, the interior of the building, windows and other glass and all of the exterior of the demised premises, including, without limitation, the parking area and exterior lighting, all signs, landscaping and exterior doors, in good condition and state of repair at all times during the term of this sublease.

002190

EXHIBIT D

1

VI

INSURANCE

Sublessor will, on behalf of Sublessee, cause to be obtained and Sublessee agrees to keep in force during the term hereof, at Sublessee's expense, fire insurance with extended coverage endorsement on the building in an amount equal to the full insurable value thereof, excluding foundation and excavating costs, and public liability insurance in a sum not less than $250,000 for injury to one person, and not less than $500,000 for injuries to more than one person arising out of the same casualty, and insurance against damage to property in a sum not less than $25,000 and such other insurance as may be required by the master lease or Sublessor. All said policies shall be issued for the benefit of Sublessor, Sublessee and Landlord, and shall be carried and maintained with standard solvent stock or mutual insurance companies.

VII

ASSIGNMENT

Sublessee shall not assign or hypothecate this sublease, or any interest therein, or any portion thereof, nor shall Sublessee sublet any portion of the demised premises nor permit any other person (the agents and employees of Sublessee excepted) to occupy or use said premises or any part thereof, without first having obtained the written consent of Sublessor. This sublease shall not, nor shall any interest therein, be assignable, as to the interest of Sublessee, by operation of law, without the written consent of Sublessor.

VIII

REMEDIES OF SUBLESSOR ON DEFAULT

In the event of any breach of this sublease by Sublessee, then Sublessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sublessee. Should Sublessor at any time terminate this sublease for any breach, in addition to any other remedy it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this sublease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Sublessee to Sublessor. The remedies herein stated shall not be deemed to be exclusive, but are cumulative of and in addition to all other remedies Sublessor may have at law or in equity.

IX

NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by registered or certified mail, with return receipt requested, postage prepaid. Any notice to Sublessor shall be in duplicate. One copy shall be addressed to it at 6847 Lankershim Boulevard, North Hollywood, California, Attention: Director of Operations, and the other copy shall be addressed to it at the regional office for the Sublessor closest to the demised premises. Any notice to Sublessee may be addressed to him at the address of the demised premises. Either party may designate another address at any time by appropriate written notice to the other.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this sublease this 30th day of June, 19 70

"SUBLESSOR"

International House of Pancakes, a Division of International Industries, Inc.

by Ted MacDonald Jr.

APPROVED
Murray Posin
MP

"SUBLESSEE"

Robert K. Hawkinson, Jr.

002191

EXHIBIT D

ADDENDUM

Addendum to that Sublease (or Lease) made the 30th day of June, 19 70 by and between International House of Pancakes, a Division of International Industries, Inc. hereinafter called Sublessor and Robert K. Hawkinson, Jr. hereinafter called Sublessee.

WITNESSETH:

The aforementioned Sublease (or Lease) is hereby amended by deleting Article I and inserting in lieu thereof the following:

I

Sublessor hereby subleases to Sublessee and Sublessee hereby hires from Sublessor on the terms and conditions hereinafter set forth, and subject to all of the terms, conditions, and covenants of any lease now or hereinafter entered into between the Sublessor and its landlord (hereinafter called "master lease"), those certain premises with the appurtenances described in Exhibit "A" attached hereto.

The aforementioned Sublease (or Lease) is hereby further amended by the addition of the following article:

This Sublease and the rights of Sublessee hereunder are expressly subordinate and subject to the lien of any master lease, mortgage, deed of trust or other voluntary hypothecation now or at any time hereafter charged against the Premises or any land, building or improvements included therein, or of which the Premises are a part, or any portion or portions thereof. Sublessee agrees, upon request of Sublessor, to execute at any time and from time to time such documents as may be necessary or appropriate to effectuate the foregoing subordination.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease (or Lease) this _____ day of _____, 19 _____.

APPROVED
Murray Posin

SUBLESSOR
International House of Pancakes, a Division of International Industries, Inc.

By _____

SUBLESSEE

By _____
Robert K. Hawkinson, Jr.

002192

EXHIBIT D

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instructions to which SELLER hereby authorizes the escrowee, SECURITY TITLE INSURANCE AGENCY, INC., and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in Exhibit A), are not to be delivered or recorded by the escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), (less closing costs not in excess of One Thousand Dollars ($1,000) payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instructions may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created

is subject to the Receipt of Consent from Security Pacific National Bank, as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

002194

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instruments to which SELLER hereby authorizes the escrowee, SECURITY TITLE INSURANCE AGENCY, INC., and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 228 Meeting Street in the City of Providence, Rhode Island (described in Exhibit B), are not to be delivered or recorded by the escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Three Hundred Eleven Thousand Four Hundred Forty-four Dollars ($311,440.00), (loss closing costs not in excess of one Thousand Dollars ($1,000) payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instructions may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created

is subject to the Receipt of Consent from Security Pacific National Bank, as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

GENERAL RELEASE

KNOW ALL MEN, that I, WILLIAM HALLIWELL, of the City of Woonsocket, State of Rhode Island, in consideration of the sum of One Dollar ($1.00) and other valuable consideration to me paid by Michael A. Abatuno in his capacity as Trustee under Indenture of Trust dated February 28, 1972 known as the CREPE TRUST, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto said Michael A. Abatuno in his capacity as said Trustee, all and all manner of actions, cause of actions, debts, dues, claims and demands, both in law and equity, and more especially arising out of any and all claims for a brokerage commission in connection with the sale of real estate situated at 1045 Reservoir Avenue in the City of Cranston, Rhode Island, and 228 Meeting Street in the City of Providence, Rhode Island, which against said MICHAEL A. ABATUNO, in his said capacity as Trustee said William Halliwell ever had, now has, or in the future may have for or by reason or means of any matter or thing from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, said William Halliwell has hereunto set his hand and seal this 7th day of March, 1972.

In the presence of:

Harriet B. Bogosian

William Halliwell

002236

REAL ESTATE MASTER LEASE

THIS LEASE, made this 7th day of March, 1972, by and between MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, or his successor(s) and assigns, hereinafter referred to as LANDLORD and INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, with its office and principal place of business at 9808 Wilshire Boulevard, Beverly Hills, California 90212, hereinafter referred to as TENANT.

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT and TENANT hires from LANDLORD for the term and according to the covenants and conditions contained herein all that certain land together with the improvements thereon at 1045 Reservoir Avenue in the City of Cranston, Rhode Island, and 228 Meeting Street in the City of Providence, Rhode Island, more particularly described in EXHIBIT A and EXHIBIT B, respectively, which descriptions are attached to and made a part of this lease (all of the foregoing hereinafter referred to as the PREMISES).

2. ASSIGNMENT OF SUBLEASES: LANDLORD hereby assigns to TENANT all of LANDLORD's right, title and interest in and to the subleases affecting the premises now in existence for the remainder of the terms thereof, which are attached to this lease and more particularly described in EXHIBIT C and EXHIBIT D respectively. In regard to such subleases, TENANT shall have all the rights of a sublessor including the right to terminate, the right to receive the rent, and the right to extend any such sublease for

a term not exceeding twenty (20) years from the date of this lease. TENANT agrees to indemnify and hold LANDLORD harmless for any claim, loss or liability that may arise out of any such lease and TENANT assumes any duty or liability to any duty or liability to any of its franchisees, licensees, tenants or sub-tenants created by any such lease.

3. TERM. The term of this lease shall commence on the date hereof and shall end twenty (20) years after the date of first payment of rent, as specified in Section 4.

4. RENT. The fixed minimum annual rental for the premises situated at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in EXHIBIT A) shall be Thirty-one Thousand Five Hundred Ninety-eight and 40/100 Dollars ($31,598.40), payable by TENANT to LANDLORD during the full term in two hundred forty equal monthly installments of Two Thousand Six hundred Thirty-three and 20/100 Dollars ($2,633.20), payable on the first day of each calendar month.

The fixed minimum annual rental for the premises situated at 228 Meeting Street in the City of Providence, Rhode Island (described as EXHIBIT B) shall be Thirty-seven thousand Three Hundred Seventy-two and 80/100 Dollars ($37,372.80), payable by TENANT to LANDLORD during the full term in two hundred forty equal monthly installments of Three Thousand One Hundred Fourteen and 40/100 Dollars ($3,114.40), payable on the first day of each calendar month.

If the first day upon which rent becomes payable is other

than the first day of any calendar month, the rent for the balance of said month shall be prorated and paid by TENANT on a daily rate based upon a thirty (30) day month.

The fixed minimum annual rental shall not be subject to reduction during the term of this lease; however, in addition to the monthly rental agreed to be paid by TENANT, TENANT shall and will pay to LANDLORD, at the time and in the manner specified in this lease, an additional rental in an amount equal to five per cent (5%) of the amount of TENANT'S or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term hereof, less the aggregate amount of the monthly rental previously paid by the TENANT for said calendar year.

Within thirty (30) days after the end of each semi-annual period of the term hereof, commencing with the 30th day following the first June 30 or December 31 of the term hereof, and ending with the 30th day of the month next succeeding the last month of the lease term, TENANT shall furnish to LANDLORD a statement in writing, certified by TENANT to be correct, showing the total gross sales made in, upon or from said building during the preceding semi-annual period, and shall accompany each such statement with a payment to LANDLORD equal to five per cent (5%) of the total quarterly gross sales made in, upon or from the said building during each such semi-annual period, less the rent previously paid for such semi-annual period, and less the deductions and credits hereinafter provided for. Said payments of percentage

rental shall be adjusted annually as of December 31 of each year and at the end of the term of this lease, so that the total rent payable during such calendar year shall be the greater of either (a) the minimum annual rent for said year, or (b) five per cent (5%) of gross sales during said year.

The term "gross sales" as used herein shall include the entire gross receipts of each kind and nature from sales and services made in, upon or from the said building, whether upon credit or for cash, whether operated by the TENANT or by a sub-tenant, or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers, and the amount of all State of Rhode Island sales tax which have to be accounted for by Lessee or by any subtenant or concessionaire to the State of Rhode Island. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period during which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery. The term "gross sales" shall not include sales from coin-operated vending machines.

The TENANT shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concession at any time operated in the said premises. The LANDLORD and his agents and employees, upon reasonable notice, shall have the right at any time and all times, during regular business hours, to examine and inspect all of the books and records of the TENANT (including any sales tax reports) pertaining to the business of the TENANT

002254

conducted in, upon or from the said premises which TENANT shall produce upon demand by LANDLORD or LANDLORD's agents for the purpose of investigating and verifying the accuracy of any statement of gross sales. The LANDLORD may once in any lease year cause an audit of the gross sales of TENANT to be made by an independent certified accountant of LANDLORD's selection, and if the statement of gross sales previously made to LANDLORD by TENANT shall be found to be understated by more than two per cent (2%), TENANT shall immediately pay to LANDLORD the cost of such audit not to exceed Seven Hundred Fifty Dollars ($750.00) as well as the additional rental shown to be payable by TENANT to LANDLORD; otherwise, the cost of such audit shall be paid by LANDLORD.

Each of the premises described in EXHIBIT A and EXHIBIT B shall be considered separately in determining the additional rental provided for by this Paragraph 4.

5. THE BUSINESS. LANDLORD hereby acknowledges that INTERNATIONAL INDUSTRIES, INC., its divisions, affiliates and subsidiaries, hereinafter referred to collectively as INTERNATIONAL, are engaged in the business of franchising, licensing and operating pancake houses, hereinafter called the BUSINESS. TENANT agrees that the premises shall be used solely as a pancake house or restaurant and for no other purpose; LANDLORD further acknowledges that the buildings in which the BUSINESS are operated are painted with a unique combination of colors, namely, blue, white and persimmon, and have unique logos and drawings, and turnposts of novel design. LANDLORD further acknowledges that said distinctive features, through extensive advertising, promotion and use,

as well as uniformity of service, products and business methods, have become identified by the public throughout the nation with INTERNATIONAL's operations and have acquired a secondary meaning, indicating said INTERNATIONAL's operations. INTERNATIONAL has thereby acquired property rights of great value in the distinctive features and all trademarks, trade names, trade secrets, signs and symbols relating thereto which can be protected only by confining the use thereof to buildings housing the business operated by INTERNATIONAL or its franchisees or licensees. It is, therefore, agreed that the use of said distinctive features in a building housing any business other than the business operated by INTERNATIONAL, its franchisees or licensees will cause irreparable injury to INTERNATIONAL, its franchisees and licensees for which there is no adequate remedy at law.

LANDLORD further agrees for the benefit of TENANT and INTERNATIONAL that if, for any reason other than TENANT'S default this lease be terminated by lapse of time or otherwise, TENANT may at its own expense, remove the distinctive features hereinabove enumerated from said building, substituting colors selected by the LANDLORD in place thereof. In the event of a breach of this agreement by LANDLORD, LANDLORD agrees that TENANT or INTERNATIONAL will be entitled to an immediate injunction from a court of equity to compel LANDLORD to comply with this agreement and to prevent LANDLORD from making or permitting any use of the demised premises until LANDLORD has so complied.

All of the rights of the tenant under the provisions of Section 5 set forth above shall be conditioned upon, and subject to, the TENANT complying with its obligations under this lease and not committing any breach of, or default under, the provisions

of this lease. Further, the LANDLORD shall have no responsibility for any violation of the provisions of this section by any person other than himself.

6. USE OF PREMISES. TENANT shall use the premises for the purpose of conducting thereon the business or incidental purposes related thereto, or for any other legally permissible restaurant business; provided, however, that TENANT shall not use the premises in such a manner as to violate any applicable law,rule, ordinance or regulation of any governmental body.

7. LIABILITY FOR DAMAGES: TENANT, as a material part of the consideration to be rendered to the LANDLORD, hereby waives all claims against the LANDLORD for damage to goods, wares and merchandise, in, upon, or about the premises, and for injuries to persons in or about the premises from any cause arising at any time. The TENANT further agrees on the commencement of the term of this lease to take out public liability insurance covering the premises. Said policy or policies shall be for an amount of at least three hundred thousand dollars ($300,000.00) for death or injury to one person, and five hundred thousand ($500,000.00) for death or injury to two or more persons, plus fifty thousand dollars ($50,000.00) property damage, which said policy or said policies of insurance shall name the LANDLORD as an additional assured thereunder, and TENANT agrees to maintain same at TENANT's sole cost and expense in full force and effect during the entire term of this lease. TENANT shall furnish the LANDLORD with a copy of such insurance coverage, or with a certificate of the company issuing such insurance, certifying that the same is in full force and effect. The TENANT may, at its option, bring

its obligations to insure hereunder under any so-called blanket policy or policies of insurance; provided, however, that the interests of the LANDLORD shall be as fully protected thereby as if TENANT obtained individual policies of insurance. Each policy or certificate of insurance which shall be issued pursuant to the provisions of this section shall be issued by an insurance company that shall be licensed to do business in the state where the premises are located, and shall be a company that shall be acceptable to LANDLORD. The LANDLORD shall be reasonable in the exercise of his discretion in giving or withholding approval of any such insurance company.

8. COVENANTS AGAINST LIENS; INSPECTION. TENANT shall indemnify and save LANDLORD harmless from and against any lien or claim of lien attached to or upon the premises or any part thereof by reason of any act or omission on the part of the TENANT.

LANDLORD, or LANDLORD's agent, shall at all reasonable times have the right to enter upon the demised premises for the purpose of inspecting the same, and for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect LANDLORD or the premises against mechanics' or materialmen's liens, or charges, or other liens or charges which might or could arise out of the use of the premises by TENANT, or the construction of the improvements or the making of alterations or repairs to the premises.

9. BANKRUPTCY OR INSOLVENCY. If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the TENANT, and result in an adjudication or bankruptcy, or if the TENANT shall file, or any creditor of the TENANT shall file any petition under Chapter X or Chapter XI of the Bankruptcy

Act of the United States of America, as the same are now in force or may hereafter be amended, and TENANT be adjudicated bankrupt, or if a receiver or trustee of the business or assets of TENANT be appointed and such appointment be not vacated within thirty (30) days after notice thereof to TENANT, or if the TENANT makes an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or keeper takes possession of the premises or assets located thereon by virtue of any attachment or execution proceedings and offer same for sale publicly, then LANDLORD may, at its option, in either or any of such events, terminate this lease. Upon such termination all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto LANDLORD shall have all rights provided by the bankruptcy laws relative to the proof of claim on an anticipatory breach of an executory contract.

10. ASSIGNMENT. TENANT may not assign this lease in whole or in part without first obtaining the prior written consent of LANDLORD, which consent shall not be unreasonably withheld; provided, however, the giving of consent by the LANDLORD shall not release the TENANT from its primary liability for the full and complete performance of the TENANT's obligations under this lease; and, provided further, that TENANT may, without such consent, assign this lease in whole or in part as security or otherwise to any corporation controlled by, controlling or under common control with TENANT (it being understood that TENANT shall remain liable hereunder) or to any surviving corporation

resulting from a merger or consolidation of the TENANT with any other corporation or to any corporation which purchases or otherwise acquires all or substantially all of the assets of the TENANT. Any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment by TENANT other than in accordance with this Section 10 shall be voidable by LANDLORD for a period of sixty days after acquiring knowledge by written notice of such assignment; provided, however, failure on the part of the LANDLORD to take any action within said sixty-day period shall not be deemed to release the TENANT from primary liability under the terms of this lease.

TENANT or its assignees shall have and is hereby given, the unqualified right and privilege at its option of subletting the demised premises, in whole or in part, subject to all of the rents, terms and conditions of this lease. It is specifically understood and agreed by and between LANDLORD and TENANT that any subletting which TENANT or its assignees make, as permitted herein, shall in no event relieve TENANT of the obligations of TENANT hereunder, and that the right of subletting shall be that of TENANT or its assignees only, and shall not extend to any subtenant.

11. TAXES. TENANT shall pay or cause to be paid before delinquency all taxes, assessments, or charges and in such event shall indemnify and hold LANDLORD harmless from any cost, expense or penalties in connection therewith. LANDLORD shall authorize and instruct the assessing and taxing authorities to forward all such tax bills to TENANT. TENANT shall furnish LANDLORD with proof of payment of taxes within thirty (30) days after the taxes

are paid.

12. DEFAULT. If TENANT shall fail to make any payment of rent, or of taxes, interest on taxes, or insurance premiums, within ten (10) days after same shall be due under the provisions of this lease, the TENANT shall be considered in default. In such an event, the payment of rent shall be subject to a five per cent (5%) late charge, which sum shall be considered as additional rent due for the month during which said default occurred. In the event of the TENANT's failure to pay the rent (including the late charge), or the taxes, the interest on taxes, or insurance premiums required of it, for a period of thirty (30) days, the LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. With regard to any default other than arising from the failure of tenant to pay rent, taxes, interest on taxes, or insurance premiums, the TENANT shall have thirty (30) days after receipt of written notice from LANDLORD to cure said default, or a reasonable time after receipt of such notice if such default could not be cured within thirty (30) days by TENANT's diligent efforts. In the event of TENANT's failure to cure said default within the time provided, LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. Also, in the event of the TENANT's failure to cure any of the defaults hereinbefore provided, within the time hereinbefore provided, LANDLORD may, at its option, at any time thereafter during the continuance of such default, declare this lease terminated, re-enter and take possession of the premises pursuant to applicable provisions of

law.

Should LANDLORD be required to enforce the provisions of this lease against TENANT in any judicial proceedings, or to retain the services of an attorney in connection with the enforcement of LANDLORD's rights hereunder, or in the event LANDLORD shall terminate this lease for any breach, in addition to any other remedies LANDLORD may have, LANDLORD may recover from TENANT all the damages LANDLORD may incur by reason of such breach, including reasonable attorney's fees and cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.

LANDLORD agrees that if LANDLORD fails to pay any installment of taxes, or assessments (other than provided for herein to be paid by TENANT) or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the premises and to which this lease may be subordinate when any of the same become due, or in any other respect fails to perform any covenant or agreements in this lease contained on the part of LANDLORD to be performed, then and in any such event or events, TENANT, after the continuance of any such failure or default for thirty (30) days after notice in writing thereof is given by TENANT to LANDLORD, may pay said interest, principal, costs, and other charges and cure such defaults all on behalf of and at the expense of

LANDLORD and make all necessary payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have been brought, the LANDLORD agrees to pay to TENANT forthwith the amount so paid by TENANT, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law, and agrees that tenant may withhold any and all rental payments and other payments thereafter becoming due to LANDLORD pursuant to the provisions of this lease or any extension thereof, and may apply the same to payment of such indebtedness of LANDLORD to TENANT until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude TENANT from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof, there shall be any sums owing by LANDLORD to TENANT, this lease may at the election of TENANT be extended and continued in full force and effect until March 31st of the year following the date when the indebtedness of LANDLORD to TENANT shall have been fully paid.

The TENANT agrees that if TENANT fails to pay any taxes or assessments required to be paid by the TENANT under any provisions of this lease, or the TENANT shall fail to maintain the interior or exterior of the premises as required by this lease, LANDLORD may pay such tax or assessment, and pay for the proper maintenance and repair of the premises, and make all necessary

002263

payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have to be brought, and TENANT agrees to pay to LANDLORD, as additional rent, all such amounts so paid by LANDLORD, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law; provided, however, that with regard to the maintenance and repair of the building, LANDLORD shall not make any payments in connection therewith until after the continuation of TENANT's failure or default for thirty (30) days after notice in writing thereof is given by LANDLORD to TENANT, except in the case of emergency repairs which may be necessary to temporarily preserve the premises after any serious casualty or act of God.

13. NON-DEFAULT OF TENANT. It is understood and agreed that LANDLORD may transfer title to either of the premises described in EXHIBIT A and/or EXHIBIT B, subject to the terms and conditions provided herein; provided, that in the event of any change in or transfer of title of LANDLORD in or to the demised premises, or any part thereof, whether voluntary or involuntary, or by the act of LANDLORD or by operation of law, TENANT shall be under no obligation to pay rents thereafter accruing until notified in writing by LANDLORD, his heirs, executors, administrators or successors or assigns, of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be in any sense a default upon

002263

the part of TENANT.

14. UTILITIES. TENANT shall pay directly to the applicable company the cost of all utilities consumed on the premises, including but not limited to power, electricity, gas, water, and telephone. In the event the TENANT shall request the LANDLORD to convey any utility easements reasonably required in connection with TENANT's operation of the BUSINESS from the premises, LANDLORD shall notify TENANT of his decision concerning said request within thirty (30) days after LANDLORD shall receive such request, in writing, from TENANT, and LANDLORD will not unreasonably withhold his consent to any such request. In the event LANDLORD shall fail to notify TENANT within thirty (30) days of his answer to said request, and only in that event, LANDLORD hereby appoints TENANT his attorney in fact to execute any and all documents required to convey required utility easements in, on, under and over the premises in all manners permitted by this lease and further agrees to cooperate with TENANT and execute those documents required to be executed by LANDLORD to obtain such utility easements.

15. INSURANCE WAIVER. LANDLORD hereby expressly waives any and all claims against TENANT for loss and/or damage arising or resulting from the occupancy of the demised premises and/or from any operation conducted therein or thereabouts caused by fire and/or other perils insured under standard form fire insurance policies with extended coverage endorsements regardless of the cause of such damage, including damage resulting from the negligence of TENANT or its agents, servants, employees or invitees;

provided, however, the aforedescribed waiver by the LANDLORD shall occur only to the extent that any such damage and loss shall be paid by the insurance company that shall have issued said insurance policies.

16. INSURANCE. TENANT will, at TENANT's own cost and expense, carry and maintain fire insurance with extended coverage endorsement and flood insurance, if available, for the benefit of LANDLORD and TENANT on all buildings erected upon the premises in an amount equal to one hundred per cent (100%) of the full insurable value thereof, excluding foundation and excavation costs. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by TENANT in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to LANDLORD and TENANT as their respective interest may appear. The initial policies or certificates evidencing said insurance shall be delivered to the LANDLORD within thirty (30) days of the signing of the lease, and any replacements therefor shall be delivered at least ten (10) days prior to expiration of termination of any coverage then in force. In the event such insurance shall not be provided LANDLORD as hereinbefore provided, the LANDLORD shall have the option of purchasing same and the cost, plus interest at the maximum legal rate, shall be due from TENANT as additional rent on the first day of the month next following such purchase.

TENANT may, at its option, bring its obligations to insure this section within the coverage of any so-called blanket policy or policies of insurance which TENANT may now or hereafter carry,

by appropriate amendment, rider endorsement, or otherwise, provided, however, that the interest of LANDLORD shall thereby be as fully protected as they would be otherwise if this option to TENANT to use blanket policies were not permitted. Copies of certificates of any such policies shall be delivered to LANDLORD within thirty (30) days after the commencement of this lease. All such policies shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except by compliance with Rhode Island law, after written notice to the LANDLORD.

All such policies and certificates shall be issued by insurance companies that shall be acceptable to both LANDLORD and to any lending institution that shall hold or accept a mortgage on the premises; provided, however, LANDLORD agrees that he will not unreasonably withhold his approval of any insurance company designated by TENANT. All such policies and certificates shall be issued by insurance companies that shall either be licensed to do business in the state where the premises are located, or that shall provide the LANDLORD with a legally binding undertaking granting the LANDLORD the option of filing any suit under the policy in the State of Rhode Island.

17. DESTRUCTION OF BUILDING. If the building on said premises shall be damaged or rendered untenantable by fire or other casualty or as a result of any act of God, TENANT shall repair or replace said building so that TENANT may continue in occupancy. There shall be no abatement in rent, nor any reduction in rent, during the period of time that the premises shall be damaged or rendered untenantable. TENANT shall have the access to any

66-076 O—87——27

insurance proceeds available by reason of such damage or destruction to the building. It is further understood and agreed that in case of any damage or destruction occurring during the last five (5) years of the original term of this lease, or during any extension of the term, to the extent of fifty per cent (50%) or more of the insurable value of the building, TENANT may at TENANT's option, to be evidenced by notice in writing given to LANDLORD within thirty (30) days after the occurrence of such damage or destruction, in lieu of repairing or replacing said building, elect to terminate this lease as of the date of the damage or destruction, in which event LANDLORD shall be entitled to receive the proceeds of any insurance representing the insured value of the building exclusive of any such proceeds which are attributable to the furniture, fixtures and equipment of TENANT referred to in section 22 below, which such latter proceeds shall belong to TENANT. In the event the TENANT shall elect to terminate the lease during the last five (5) years as a result of damage or destruction as hereinabove provided, and in the further event that the insurance proceeds shall be insufficient to fully repair said damage or to replace said building, then TENANT shall, as an additional condition to its right to terminate the lease, pay to LANDLORD the difference between the insurance proceeds and said cost of repairing or replacing the building.

18. CONDEMNATION. If all of the premises shall be taken or condemned for a public or quasi-public use, this lease shall terminate as of the date that possession shall vest in the

condemnor. In the event of such termination, both parties shall be released from any and all further obligation hereunder, and all of the proceeds paid by the condemning authority for the taking shall be the property of the LANDLORD.

If any part of the premises, but less than all, shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is reasonably suitable for the use of the premises made by TENANT immediately prior to such condemnation, this lease shall continue in full force and effect for the balance of the term thereof; provided, however, that the annual rental paid by the TENANT shall be reduced by an amount equal to twelve (12%) per cent of the net proceeds received by the LANDLORD from the condemning authority for the taking, said net proceeds to be the amount paid by the condemning authority less attorney's fees, costs and expenses incurred by LANDLORD in connection therewith.

In the event so much of the premises is taken or condemned that, in the reasonable judgment of TENANT, the aforesaid use by TENANT shall be substantially impaired, then the TENANT shall have the option of either:

a. Continuing the lease upon the reduced rental formula provided for above; or

b. Terminating the lease by purchasing in fee simple title to the premises from the LANDLORD for the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00) for the premises at 1045 Reservoir Avenue, Cranston, Rhode Island, or Three Hundred Eleven Thousand Four Hundred Forty Dollars

($311,440.00) for the premises at 228 Meeting Street, Providence, Rhode Island.

The TENANT shall have thirty (30) days from the date that possession shall vest in the condemnor within which to exercise the above options. In the event that TENANT shall fail to give LANDLORD written notice of its intentions within said thirty (30) day period, then the TENANT shall be conclusively presumed to have designated the option contained in subparagraph a. above, it shall accompany said notice with a deposit equal to ten per cent (10%) of the purchase price, and shall within thirty (30) days thereafter pay the balance of the purchase price, less any mortgage which may then encumber the premises, to the LANDLORD in cash. The LANDLORD shall convey good and marketable title to the TENANT subject only to:

(1) The unpaid principal balance of any mortgage for which the TENANT shall receive credit against the purchase price; and

(2) Any other conditions of title which existed at the time LANDLORD acquired title, or were subsequently caused by or consented to by the TENANT.

19. SHORT FORM LEASE. Simultaneously with the execution and acknowledgment of this lease, the parties shall execute a "short form" lease for recording purposes. In no event shall such "short form" set forth the rental or other charges payable by the TENANT under this lease, and such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms

and conditions of this lease. In the event that LANDLORD or TENANT shall terminate and cancel this lease pursuant to the provisions contained herein for any cause other than LANDLORD's breach thereof, TENANT shall prepare, execute, and deliver to LANDLORD a release and cancellation of this lease.

20. SUBORDINATION. TENANT agrees upon request of LANDLORD to subordinate this lease and its rights hereunder to the lien of any mortgage, deed of trust or other voluntary hypothecation charged against the premises or any land, building or improvements included therein, or of which the premises are a part, or any portion or portions thereof, which mortgage, deed of trust or other voluntary hypothecation is to be recorded. TENANT further agrees to execute at any time and from time to time such documents as may be required to effectuate such subordination; provided, however, that TENANT shall not be required to effectuate such subordination or other documents hypothecating any interest in the premises unless the mortgagee, or hypothecary creditor named in such mortgage shall first agree in writing that so long as TENANT is not in default of any of the terms, covenants or conditions of this lease, neither this lease nor any of the rights of TENANT hereunder shall be terminated or modified or be subject to termination or modification by virtue of any provision of such mortgage, or other hypothecation, or any sale of the premises upon foreclosure or other exercise of remedies by such mortgagee, beneficiary or hypothecary creditor.

21. ALTERATIONS AND IMPROVEMENTS. TENANT may, provided the value of the premises is not thereby impaired, at its option, make improvements of the premises or may install or replace

equipment, lighting, partitioning or furnishings within the premises at its sole cost and expense as may be required by the business conducted therein. All furniture and equipment other than air conditioning, heating and lighting systems so installed shall remain the property of TENANT and may be removed from the premises at any time during the term or at the termination of TENANT's occupancy hereunder, provided that the lease shall not be in default, and provided that any damage caused by such removal shall be repaired by TENANT. TENANT may elect not to remove any or all of such equipment and furnishings in which case the same shall become the property of LANDLORD upon TENANT's surrender of the premises. TENANT agrees that any and all alterations or additions shall be made in compliance with the building codes and ordinances, laws and regulations applicable to the premises; provided, however, there shall be no structural changes to the building without the LANDLORD's consent, which consent will not be unreasonably withheld. Should a building permit or other permit be required by TENANT to accomplish said improvements, LANDLORD will not unreasonably refuse to execute all documents required to obtain said permits including dedication documents if such are required to obtain said permits.

22. PERSONAL PROPERTY. It is agreed that all furniture, fixtures and equipment installed by TENANT in the premises shall at all times be and remain personal property, regardless of the method in which the same is affixed to the premises and may be removed by TENANT at the expiration or sooner termination of this

lease; provided this lease shall not then be in default. TENANT shall, at its expense, repair any damage to the building caused by such removal. It is agreed that the air conditioning, heating and lighting systems contained in the building may not be removed unless they are replaced with better systems, and all such systems when installed in the building shall, upon the termination of this lease, became the property of the LANDLORD.

The LANDLORD is hereby granted a lien on all of the personal property of the TENANT in the building, which lien is given to secure the performance by the TENANT of all of its obligations hereunder. The LANDLORD agrees to subordinate his lien once on each item of furniture, fixtures and equipment installed on the premises by the TENANT, said subordination to be given at the time of the initial purchase of any item of furniture, fixtures and equipment, or subsequent to its initial purchase, but in any event such subordination shall be given only once on any individual item of personal property. Further, no such subordination shall be given with regard to the air conditioning, heating and lighting systems installed in the building. Further, any such subordination shall be conditioned upon the party to whom said subordination is given agreeing to repair any damage which may be caused to the premises upon the removal of said personal property by said third party. LANDLORD shall execute any waivers, consents, or other documents reasonably required by TENANT or any third party to effectuate the terms of this section.

23. COVENANT OF QUIET ENJOYMENT. LANDLORD covenants and agrees to and with TENANT that at all times when TENANT is not in default under this lease and during the term of this lease, TENANT's quiet and peaceable enjoyment of the premises shall not be disturbed or interfered with by LANDLORD or any person claiming by, through or under LANDLORD.

24. SIGNS. TENANT may affix, erect and maintain on the premises such signs or advertisements as TENANT shall deem reasonably necessary to the conduct of its business; provided, however, that the cost of erection and maintenance of any such sign or advertisement shall be the responsibility of TENANT.

At the expiration or termination of this lease, and provided this lease shall not then be in default, TENANT may, at its option, remove all signs and other identifying logos from the premises and repaint the building with colors selected by the LANDLORD so as to eliminate TENANT's distinctive color combinations. Provided the lease shall not be in default, LANDLORD shall not thereafter permit such distinctive colors or color combinations, signs or other identifying marks, to be used on the premises. Any such removal of signs and other identifying marks from the premises and repainting of the building shall be done within ten (10) days after the termination of the lease.

25. HOLDING OVER. Any holding over by TENANT after expiration of the term hereof or any extension thereof shall be construed as a tenancy from month to month, subject to all the conditions of this lease and at the rental rate effective as of the last month

of the term expired. Either party may terminate such month to month tenancy by giving to the other thirty (30) days written notice of its intent to terminate.

26. SURRENDER. In the event of the return of the premises to the LANDLORD in a damaged condition as a result of a casualty or act of God, the damage shall be repaired by the TENANT or the cost thereof paid by the TENANT and its insurer as provided in Section 17 hereof.

27. RIGHTS OF PARTIES. Either LANDLORD or TENANT may from time to time at its option exercise all rights or remedies which either may have at law or in equity and nothing herein contained shall be construed as in any way abridging or waiving such rights or remedies; and any consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this lease, or as to any breach or default hereunder by the other party hereof, shall not constitute or be construed as a waiver of the former party's right to enforce performance of the conditions and terms hereof at all other times.

28. NOTICES. Any written notice provided to be given under this lease to LANDLORD shall be given to LANDLORD at the above address and any notice given to TENANT shall be addressed to TENANT at TENANT's office and principal place of business. Such notice shall be given by United States mail, certified or registered return receipt requested, properly addressed and postage prepaid. The address of either party may be changed by written notice to the other.

29. CONTEST OF LIENS AND ENCUMBRANCES BY TENANT. TENANT shall

have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanic's, laborer's, or materialmen's lien or other claimed lien or encumbrance. Such contest shall be made in the manner and subject to all the terms and conditions set forth in Section 11 (Taxes) as though such contest were a contest of the validity or amo9nt of a payment of additional rent.

30. BINDING FUTURE PARTIES. Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.

31. CONSTRUCTION OF WORDS. Wherever the singular number is used herein, the same may include the plural if the contest so requires, and any gender used herein may likewise include any other gender.

32. SECTION HEADINGS. Section headings contained herein shall in no way limit or restrict the interpretation to be placed upon any word or phrase following each heading.

33. NO ORAL MODIFICATION. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

34. MAINTENANCE. TENANT shall keep the interior and exterior of the buildings and appurtenances, along with the parking lot and grounds, which are a part of the demised premises, in good repair and condition, clear of ice and snow or any other slippery substances, at TENANT's sole cost and expense throughout the term of this lease.

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971

IONAL HOUSE OF PANCAKES (P.3 of 4)

Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Encumbrance
631 Bloomfield Avenue Verona, New Jersey	~~$ 274.4~~ 271.9				$ 274.4(A)	
407 Long Beach Blvd. Oceanside, L.I., N.Y.	~~254.5~~ 252.1	$254.5				$202.0(2)
Walt Whiteman Road & Norwich St. Huntington, New York	~~315.3~~ 312.0	315.3				235.0(2)
4340 Boston Post Road Bronx, New York	~~241.8~~ 239.7	241.8				198.0(2)
254-02 Rockaway Blvd. Queens City, New York	~~313.8~~ 310.7	313.8				270.0(2)
145 Hillside Avenue Williston Park, New York	~~259.7~~ 257.6	259.7				214.0(2)
2159 Jericho Turnpike Commack, New York	~~246.8~~ 244.5	246.8				215.0(2)
651 Montauk Highway Babylon, L.I., New York	~~278.6~~ 276.3	278.6				239.0(2)
5645 Broadway Bronx, New York	~~340.9~~ 338.1	340.9				271.0(2)
U.S. Route 9 West Kingston, New York	~~231.8~~ 229.3	231.8				156.0(2)
111 Washington Street Quincy, Massachusetts	~~295.7~~ 293.6				295.7(A)	
228 Meeting Street Providence, R.I.	~~299.0~~ 296.9				299.0(A)	

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971

NATIONAL HOUSE OF PANCAKES (P.4 of 4)

Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Encumbrance
1045 Reservoir Avenue Cranston, R.I.	~~$ 252.8~~ 250.9				$ 252.8(A)	
520 State Street Westport, Connecticut	~~274.5~~ 272.1				274.5(A)	
	~~$10,213.4~~ 10,133.8	$ 2,753.3	$ 2,345.0	$ 2,578.0	$5,115.1	$2,983.9

(A) Andrews Package
(1) RMI
(2) NAMI

838

INTERNATIONAL INDUSTRIES, INC.
9600 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE 213-878-3030

February 29, 1972

Security Pacific National Bank
561 South Spring Street
Los Angeles, California 90013

Attention: Everil E. Loyd, Jr.
Senior Vice President

Re: Security Agreement dated March 24, 1971--International House of Pancakes, Providence, Rhode Island.

Gentlemen:

Your consent, as Agent for the Lenders who are parties to the above-referenced Security Agreement, is respectfully requested to the sale and leaseback of the above-referenced real property.

The gross purchase price for the property is $311,440.00 before the deduction of closing items. The book value of the subject property is $293,500.00. The Balance Sheet and Profit and Loss effect of the transaction will be to reduce Real Estate Held for Sale by the amount of the book value, increase cash by the net proceeds, with the recognition to a gain or loss equal to the difference between book value and the net proceeds.

This transaction is a standard type of sale and leaseback in the ordinary course of business. The yearly rental during the twenty-year term of the lease will be $37,372.80 net, net, net. Management believes that this transaction is in the best interests of the company.

Attached, as Exhibit A, on your counsel's copy, are copies of the documents relating to this transaction.

Security Pacific National Bank
Attention: Everil E. Loyd, Jr.

For the reasons stated above, we respectfully request your consent to the transaction described herein. If you have any questions, please feel free to call upon me. Upon your determination concerning this matter, I would appreciate your advising me in writing in the usual manner so that we may make the necessary arrangements for effectuating a release of the lien which you presently hold.

Very truly yours,

E. H. Resnick

Edward H. Resnick
Vice President and Secretary

APPROVED:

_____
Grisanti & Company

EHR/es

cc: A. Lapin, Jr.
J. Davis
F. Grisanti
S. Heenan
R. Davis
B. L. Gitelson, Esq. w/ enclosures

INTERNATIONAL INDUSTRIES, INC.
8500 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE 213-276-3030

February 22, 1972

Michael Abatuno, Esq.,
505 Industrial Bank Building
Providence
Rhode Island 02903

Dear Mike:

It was a pleasure talking to you yesterday. I am enclosing copies of the sub-lease for the two International House of Pancakes in Rhode Island, the subordination thereof to the master lease or mortgage, legal descriptions and surveys.

The wooden turnposts behind the cash register stand and just beside the cash register stand behind the booth are what we were talking about yesterday.

Should you need anything else, please do not hesitate to call me.

Best personal regards.

Gerald S. Fisher
Director of Real Estate

GSF/jw

Enclosure

SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE, SIXTH AND SPRING STREETS, LOS ANGELES, CALIFORNIA

MAILING ADDRESS: P. O. BOX 2097, TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051

March 20, 1972

International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Attention: Edward Resnick

Re: Consent(s) to Transaction(s) under the authority granted the Agent under the Agency Letter dated March 24, 1971 and under the Notice of Authority to Waive Certain Events of Default dated August 6, 1971.

Gentlemen:

Pursuant to that certain Agency Letter dated March 24, 1971 and that certain Notice of Authority to Waive Certain Events of Default dated August 6, 1971, the undersigned, as Agent, is granted certain authority to permit and consent to transactions otherwise precluded by or constituting an event of default under Article IX of the Security Agreement dated March 24, 1971, between International Industries, Inc. and the several lenders therein named, you have requested our consent to transaction(s) as follows:

1. Sale of International House of Pancakes, Cranston, Rhode Island as requested in your letter of February 29, 1972.
2. Sale of International House of Pancakes, Providence, Rhode Island as requested in your letter of February 29, 1972.
3. Sale of Vacant Land, 58th & Michigan, Indianapolis, Indiana as requested in your letter of February 29, 1972.
4. Sale of leasehold improvements and Termination of Lease at the House of Nine store in the Montclair Plaza, Montclair, California as requested in your letter of March 2, 1972.

Based upon the foregoing, and in reliance upon the representations set forth in your letter(s) and noting that your request(s) has been approved by Grisanti & Galef, Inc., we hereby consent to the transaction(s). Our consent is conditioned (1) that the transaction(s) shall be effected in all respects in accordance with your letter(s) of request and (2) that the proceeds, including cash, securities, obligations and other assets, if any, be delivered directly to us.

SECURITY PACIFIC NATIONAL BANK
As Agent under the Security Agreement

By _____
E. E. Loyd, Jr.
Senior Vice President

PURCHASE AGREEMENT

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter called SELLER, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, hereinafter called PURCHASER, is made with reference to the following facts:

1. SELLER now owns those certain tracts of land, together with the buildings and improvements erected thereon, lying and being in the County of Providence, State of Rhode Island, each commonly known as THE INTERNATIONAL HOUSE OF PANCAKES, and more particularly described in Exhibit A and Exhibit B annexed hereto; such premises and improvements being hereinafter called the PREMISES.

The parties hereto are desirous that SELLER shall convey the PREMISES to PURCHASER and that thereupon the PURCHASER shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinbelow set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty deed, free of all encumbrances, and PURCHASER agrees to purchase the PREMISES. In the event SELLER shall be unable to convey a marketable title in accordance with this Agreement, then the deposit(s) hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for each of the buildings constructed upon the PREMISES, along with a written statement setting

forth the land cost and date of purchase on each of the properties, and the survey referred to in section III A2. PURCHASER acknowledges that the building is painted with a unique combination of colors namely, blue, white and persimmon, and has unique logos and drawings and turnposts of novel design, all of which PURCHASER agrees are distinctive features and the sole property of SELLER; provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining the mortgage financing described above.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 1141 Reservoir Avenue, City of Cranston, Rhode Island (described in Exhibit A) shall be Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), of which a deposit of Thirteen Thousand One Hundred Sixty-six Dollars ($13,166.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The purchase price of the premises situated at 218 Hearing Street, City of Providence, Rhode Island (described in Exhibit B) shall be Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00), of which a deposit of Fifteen Thousand Five Hundred Seventy-two Dollars ($15,572.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The balance shall be paid in cash on the delivery of the

deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that each of the buildings constructed on the PREMISES and the businesses being operated therefrom, do not violate any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encroachment by any of the said improvements upon any adjacent property, nor any encroachments by any improvements on any adjacent property upon the PREMISES.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed and the Master Lease, so called, together with the first mortgage to PURCHASER'S mortgagee. (Exhibits C and D, respectively

4. Conditions, restrictions and limitations of

record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions, or limitations render SELLER'S title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing, deliver to PURCHASER owner's marketability title insurance binders issued by Security Title & Guaranty Co., through its exclusive agent in the City of Providence, Rhode Island, SECURITY TITLE INSURANCE AGENCY, INC., which binders shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted by Paragraph A above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, owner's marketability policies for the full purchase prices of the PREMISES, which policies shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes,

water, utility charges or light charges on or before the date of closing.

C. No closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay a prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of Rhode Island. The deed shall be in proper form for recording and shall be duly executed, acknowledged, and have Rhode Island revenue stamps affixed thereto by SELLER, at SELLER's expense, so as to convey to PURCHASER good and marketable fee simple title to the PREMISES, free of all encumbrances except as herein provided.

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other improvements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly

PURCHASER of such fact. The closing shall then be post-
poned until the work shall have been completed and paid for by
SELLER, provided, however, that SELLER agrees to promptly com-
mence work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of SECURITY TITLE
INSURANCY, INC., 506 Industrial Bank Building, Providence,
Rhode Island within ten (10) days of the furnishing of an executed
copy of this Agreement to the PURCHASER, or at such other time
and place as shall have been agreed to in writing by SELLER and
PURCHASER. It is understood and agreed that SELLER will reason-
ably cooperate with PURCHASER in complying with the closing
requirements of PURCHASER's lending institution providing the
financing referred to above. The closing shall be held
in accordance with the terms and conditions required by the
institution making a mortgage loan to the PURCHASER, it
being understood that time is of the essence in the completion
of the sale herein provided for.

VIII. LEASEBACK

At the closing, and simultaneously with the delivery
of the PREMISES from SELLER to PURCHASER, the parties
shall enter into a net lease of the PREMISES in the form of that
certain ~~XXXXXXXXXXXX~~
lease form of lease attached hereto shall be completed
by the parties as follows: the date of the lease and the

commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to both of the leases (or subleases) affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases (or subleases) to SELLER as lessee under the foregoing leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rentals provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in Exhibit A) shall be Thirty-one Thousand Five Hundred Ninety-eight and 40/100 Dollars ($31,598.40), payable by tenant (SELLER) to landlord (PURCHASER) during the full term in two hundred forty (240) equal monthly installments of Two Thousand Six Hundred Thirty-three and 20/100 Dollars ($2,633.20), payable on the first day of each calendar month.

F. The fixed minimum annual rental for the PREMISES situated at 228 Meeting Street in the City of Providence, Rhode Island (described in Exhibit B) shall be Thirty-seven Thousand Three Hundred Seventy-two and 80/100 Dollars ($37,372.80), payable by tenant (SELLER) to landlord (PURCHASER) during the full

term in two hundred forty (240) equal monthly installments of Three Thousand One Hundred Fourteen and 40/100 Dollars ($3,114.40), payable on the first day of each calendar month.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year. Each of the PREMISES described in Exhibit A and Exhibit B shall be considered separately in determining the additional rental, provided for by this paragraph.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposits as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to SECURITY TITLE INSURANCE AGENCY, INC. to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right to specific performance of this Agreement, and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his rights hereunder. If

SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by SECURITY TITLE & GUARANTY CO., PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, SECURITY TITLE INSURANCE AGENCY, INC. and said escrowee hereby agrees to abide by the instructions contained in Exhibit E and Exhibit F attached hereto.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, and a summary of the master lease.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. Seller agrees that the purchase price shall be reduced by the

amount of 5% of the purchase price on the sale of the premises described in Exhibit A and/or Exhibit B in consideration of the agreement of the purchaser, who hereby assumes the obligation to pay said broker.

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

To SELLER: 9808 Wilshire Boulevard,
Beverly Hills, California 90202;

To PURCHASER: c/o Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 02903

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. SUBMISSION OF AGREEMENT

The submission of this Agreement does not constitute an offer to sell and this Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure to

obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded without any further liability on the part of either party.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of Rhode Island both as to interpretation and performance.

IN WITNESS WHEREOF, the PURCHASER has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the Crepe Trust, PURCHASER

IN WITNESS WHEREOF, the SELLER has hereunto executed this Agreement in Beverly Hills, California, this 3rd day of March 1972.

INTERNATIONAL INDUSTRIES, INC.

By T H Dimmick VP

IN WITNESS WHEREOF, the Escrowee has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

SECURITY TITLE INSURANCE AGENCY, INC

By

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instruments to which SELLER hereby authorizes the escrowee, SECURITY TITLE INSURANCE AGENCY, INC., and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 228 Meeting Street in the City of Providence, Rhode Island (described in Exhibit B), are not to be delivered or recorded by the escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Three Hundred Eleven Thousand Four Hundred Forty-four Dollars ($311,440.00), (loss closing costs not in excess of one Thousand Dollars ($1,000) payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instructions may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created

1. Monetary and credit aggregates and interest rates—Continued

A.2. Quarterly (interest rates)

Level, percent per annum

Item	1970				1971				1972	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Short-term rates										
1 Federal funds[9]	8.56	7.88	6.71	5.57	3.86	4.56	5.47	4.75	3.54	4.30
2 Treasury bills (3-month market yield)[10]	7.21	6.68	6.33	5.35	3.84	4.25	5.01	4.23	3.44	3.77
3 Commercial paper (3-month)[10, 11]						5.00	5.72	4.97	3.96	4.53
4 Federal Reserve discount[12]	6.00	6.00	6.00	5.79	4.96	4.75	4.96	4.84	4.50	4.50
Long-term rates										
Bonds										
5 U.S. government[13]	6.77	7.15	6.96	6.58	6.08	6.24	6.23	5.93	6.04	6.08
6 State and local government[14]	6.35	6.82	6.33	5.93	5.25	5.74	5.75	5.16	5.24	5.36
7 Aaa utility (new issue)[15]	8.59	9.01	8.72	8.51	7.46	7.78	7.83	7.42	7.26	7.38
8 Conventional mortgages[16]	8.55	8.55	8.57	8.42	7.77	7.63	7.83	7.75	7.58	7.66

Item	1972		1973				1974			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Short-term rates										
1 Federal funds[9]	4.74	5.14	6.54	7.82	10.56	10.00	9.32	11.25	12.09	9.35
2 Treasury bills (3-month market yield)[10]	4.22	4.86	5.70	6.60	8.32	7.50	7.62	8.15	8.19	7.36
3 Commercial paper (3-month)[10, 11]	4.88	5.26	6.23	7.46	9.94	9.17	8.50	10.64	11.64	9.23
4 Federal Reserve discount[12]	4.50	4.50	5.11	5.91	7.26	7.50	7.50	7.87	8.00	7.94
Long-term rates										
Bonds										
5 U.S. government[13]	6.00	5.92	6.86	6.97	7.39	7.26	7.55	8.09	8.49	8.04
6 State and local government[14]	5.36	5.09	5.16	5.16	5.33	5.12	5.28	5.96	6.72	6.74
7 Aaa utility (new issue)[15]	7.38	7.24	7.41	7.56	8.07	7.93	8.28	9.19	10.22	9.57
8 Conventional mortgages[16]	7.67	7.70	7.75	7.97	8.73	8.77	8.60	9.10	9.60	9.57

Item	1975				1976				1977	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Short-term rates										
1 Federal funds[9]	6.30	5.42	6.16	5.41	4.83	5.20	5.28	4.86	4.66	5.16
2 Treasury bills (3-month market yield)[10]	5.75	5.39	6.33	5.63	4.92	5.16	5.15	4.67	4.63	4.84
3 Commercial paper (3-month)[10, 11]	6.60	5.83	6.56	6.00	5.18	5.45	5.41	4.91	4.74	5.15
4 Federal Reserve discount[12]	6.87	6.12	6.00	6.00	5.60	5.50	5.50	5.36	5.25	5.25
Long-term rates[17]										
Bonds										
5 U.S. government[13]	7.86	8.21	8.41	8.28	8.00	8.01	7.90	7.54	7.62	7.68
6 State and local government[14]	6.65	6.96	7.23	7.38	6.98	6.78	6.64	6.18	5.88	5.70
7 Aaa utility (new issue)[15]	9.25	9.50	9.51	9.35	8.65	8.69	8.48	8.15	8.17	8.27
8 Conventional mortgages[16]	9.03	9.02	9.13	9.20	9.00	8.98	9.03	8.95	8.82	8.95

Item	1977		1978				1979			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Short-term rates										
1 Federal funds[9]	5.82	6.51	6.76	7.28	8.09	9.56	10.07	10.18	10.94	13.58
2 Treasury bills (3-month market yield)[10]	5.50	6.11	6.39	6.48	7.31	8.57	9.38	9.38	9.67	11.84
3 Commercial paper (3-month)[10, 11]	5.74	6.56	6.76	7.16	8.03	9.83	10.04	9.85	10.64	13.35
4 Federal Reserve discount[12]	5.42	5.93	6.46	6.78	7.50	9.05	9.50	9.50	10.27	11.97
Long-term rates										
Bonds										
5 U.S. government[13]	7.60	7.78	8.19	8.43	8.53	8.78	9.03	9.08	9.03	10.13
6 State and local government[14]	5.54	5.57	5.65	6.02	6.16	6.28	6.37	6.22	6.28	7.20
7 Aaa utility (new issue)[15]	8.09	8.27	8.70	8.98	8.94	9.23	9.58	9.66	9.64	10.93
8 Conventional mortgages[16]	9.00	9.05	9.23	9.58	9.80	10.12	10.33	10.75	11.13	12.38

5. Federal Reserve Bank interest rates

A. Loans to member banks under sections 13 and 13a[1]

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
1969—In effect December 31	6	6	6	6	6	6	6	6	6	6	6	6
1970—November	(11) 5½	(13) 5½	(16) 5½	(13) 5½	(11) 5½	(11) 5½	(13) 5½	(10) 5½	(11) 5½	(13) 5½	(13) 5½	(11) 5½
December	(1) 5½	(4) 5½	(4) 5½	(1) 5½	(11) 5½	(1) 5½	(11) 5½	(11) 5½	(1) 5½	(10) 5½	(1) 5½	(4) 5½
1971—January	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(11) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(15) 5¼	(8) 5¼
January	(19) 5	(22) 5	(19) 5	(19) 5	(29) 5	(19) 5	(21) 5	(29) 5	(19) 5	(29) 5	(19) 5	(22) 5
February	(13) 4½	(19) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½
July	(19) 5	(16) 5	(16) 5	(23) 5	(23) 5	(19) 5	(23) 5	(16) 5	(19) 5	(23) 5	(23) 5	(16) 5
November	(11) 4½	(19) 4½	(11) 4½	(11) 4½	(12) 4½	(15) 4½	(12) 4½	(11) 4½	(11) 4½	(12) 4½	(11) 4½	(11) 4½
December	(13) 4½	(17) 4½	(17) 4½	(17) 4½	(24) 4½	(23) 4½	(17) 4½	(13) 4½	(23) 4½	(13) 4½	(24) 4½	(13) 4½
1973—January	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5
February	(28) 5½	(26) 5½	(26) 5½	(27) 5½	(27) 5½	(27) 5½	(27) 5½	(26) 5½	(27) 5½	(26) 5½	(27) 5½	
March												(2) 5½
April			(23) 5¾	(23) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(27) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(23) 5¾
May	(1) 5¾	(4) 5¾										
May	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(18) 6	(11) 6	(11) 6
June	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(12) 6½	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(15) 6½	(11) 6½	(11) 6½
July	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7
August	(23) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(16) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½
1974—April	(30) 8	(25) 8	(25) 8	(25) 8	(25) 8	(29) 8	(26) 8	(26) 8	(26) 8	(25) 8	(25) 8	(25) 8
December	(10) 7¾	(9) 7½	(9) 7½	(13) 7½	(10) 7½	(16) 7½	(10) 7½	(13) 7½	(13) 7½	(13) 7½	(10) 7½	(11) 7½
1975—January	(6) 7¼	(10) 7½	(6) 7½	(6) 7½	(6) 7½	(13) 7¼	(10) 7¼	(10) 7½	(10) 7½	(24) 7½	(6) 7½	(6) 7½
February	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(6) 6¾	(6) 6¾	(5) 6¾	(6) 6¾	(5) 6¾	(5) 6¾
March	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(14) 6¼	(10) 6¼	(6) 6¼	(10) 6¼
May	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(23) 6	(16) 6	(16) 6	(16) 6
1976—January	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(23) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½
November	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(26) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼
1977—August		(31) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(2) 5¾	(2) 5¾
September	(2) 5¾											
October	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6
1978—January	(10) 6½	(9) 6½	(20) 6½	(20) 6½	(13) 6½	(16) 6½	(9) 6½	(13) 6½	(10) 6½	(10) 6½	(13) 6½	(13) 6½
May	(12) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(12) 7	(11) 7
July	(3) 7¼	(3) 7¼	(7) 7¼	(3) 7¼	(3) 7¼	(10) 7¼	(3) 7¼	(3) 7¼	(3) 7¼	(7) 7¼	(3) 7¼	(3) 7¼
August	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾
September	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8
October	(16) 8½	(16) 8½	(20) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½
November	(2) 9½	(1) 9½	(2) 9½	(2) 9½	(2) 9½	(3) 9½	(2) 9½	(2) 9½	(1) 9½	(2) 9½	(2) 9½	(2) 9½
1979—July	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10
August	(20)10½	(17)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½
September	(19)11	(19)11	(21)11	(19)11	(19)11	(19)11	(19)11	(19)11	(19)11	(20)11	(19)11	(19)11
October	(10)12	(8)12	(8)12	(8)12	(8)12	(9)12	(9)12	(8)12	(8)12	(9)12	(9)12	(8)12
In effect December 31	12	12	12	12	12	12	12	12	12	12	12	12

B. Loans to member banks under section 10(b)

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
	Regular rate[1]											
1969—In effect December 31	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½
1970—November	(11) 6¼	(13) 6¼	(16) 6¼	(13) 6¼	(11) 6¼	(11) 6¼	(13) 6¼	(10) 6¼	(11) 6¼	(13) 6¼	(13) 6¼	(11) 6¼
December	(1) 6	(4) 6	(4) 6	(1) 6	(11) 6	(1) 6	(11) 6	(11) 6	(1) 6	(10) 6	(1) 6	(4) 6
1971—January	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(11) 5½	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(15) 5½	(8) 5½
January	(19) 5½	(22) 5½	(19) 5½	(19) 5½	(29) 5½	(19) 5½	(21) 5½	(29) 5½	(19) 5½	(29) 5½	(19) 5½	(22) 5½
February	(13) 5¼	(19) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼
July	(19) 5½	(16) 5½	(16) 5½	(23) 5½	(23) 5½	(19) 5½	(23) 5½	(16) 5½	(19) 5½	(23) 5½	(23) 5½	(16) 5½
November	(11) 5¼	(19) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(15) 5¼	(12) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(11) 5¼	(11) 5¼
December	(13) 5	(17) 5	(17) 5	(17) 5	(24) 5	(23) 5	(17) 5	(13) 5	(23) 5	(13) 5	(24) 5	(13) 5

Fleet National Bank

William A. Browner
Vice President and Assistant General Counsel

June 16, 1986

Michael R. Mitchell, Esquire
4929 Wilshire Boulevard
Suite 910
LosAngeles, CA 90010

VIA DHL

RE: Document Request

Dear Mike:

Enclosed please find the following documents:

1. The Crepe Trust payment record from April 1972-December, 1976. As noted in our phone conference of June 16, 1986, the remaining payment records will be forwarded later.

2. The Crepe Trust Savings Account record from January, 1973 through its closing date of November, 1982.

3. The approval memorandum covering both loans dated March 7, 1972.

4. Both loan applications.

5. Both mortgage rate review record sheets.

6. Appraisal information:

   A. A memorandum from Nordstrom dated February 1, 1972.

   B. Appraisal reports dated February 16, 1972.

   C. An appraisal dated March 12, 1980 with a capitalization rate memorandum included.

7. Skala's credit check memorandum dated January 6, 1972.

8. Letters from Crowley to St. Germain regarding interest rate changes dated January 16, 1973 and March 31, 1975.
9. A memorandum from Crowley to Murray regarding interest rate change and amortization change dated February 5, 1975.
10. A memorandum to the file dated March 12, 1975.
11. A handwritten analysis of the loans from Sadler to Smith dated April 26, 1985.
12. Tenant financial information.
13. Comparable loan information for seven loans which includes approval memorandums, applications, appraisals and notes.

Please contact me if you have any questions.

Respectfully,

William A. Browner

WAB/pa

Enclosures

1972

	CREPS TRUST #18-2559490			CREPS TRUST #18-2559516		
	2,437.00	255,000		2,375.50	292,000	
		8.00			8.00	
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
JAN						
FEB						
MAR						
APR	737.00	1,700.00	254,263.00	928.83	1,946.67	291,071.17
MAY	741.91	1,695.09	253,521.09	935.03	1,940.47	290,136.14
JUN	746.86	1,690.14	252,774.23	941.26	1,934.24	289,194.88
JUL	751.84	1,685.16	252,022.39	947.53	1,927.97	288,247.35
AUG	756.85	1,680.15	251,265.54	953.85	1,921.65	287,293.50
SEP	761.90	1,675.10	250,503.64	960.21	1,915.29	286,333.29
OCT	766.98	1,670.02	249,736.66	966.61	1,908.89	285,366.68
NOV	772.09	1,664.91	248,964.57	973.06	1,902.44	284,393.62
DEC	777.24	1,659.76	248,187.33	979.55	1,895.95	283,414.07

1973

	CALPE TRUST #18-2559490 2,438.00 255,000 8.00/7.25			CALPE TRUST #18-2559516 2,875.50 292,000 8.00/7.50		
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
			248,187.33			283,414.07
JAN	782.42	1,654.58	247,404.91	986.07	1,889.43	282,428.00
FEB *	942.26	1,494.74	246,462.65	1,110.32 **	1,765.18	281,317.68
MAR	947.95	1,489.05	245,514.70	1,117.26	1,758.24	280,200.42
APR	953.68	1,483.32	244,561.02	1,124.25	1,751.25	279,076.17
MAY	959.44	1,477.56	243,601.58	1,131.27	1,744.23	277,944.90
JUN	965.24	1,471.76	242,636.34	1,138.34	1,737.16	276,806.56
JUL	971.09	1,465.93	241,665.27	1,145.46	1,730.04	275,661.10
AUG	976.94	1,460.06	240,688.33	1,152.62	1,722.88	274,508.48
SPT	982.84	1,454.16	239,705.49	1,159.82	1,715.68	273,348.66
OCT	988.78	1,448.22	238,716.91	1,167.07	1,708.42	272,181.59
NOV	994.75	1,442.25	237,722.96	1,174.37	1,701.13	271,007.22
DEC	1,000.76	1,436.24	236,722.20	1,181.70	1,693.80	269,825.52
*** A	(60.19)	60.19	236,781.39	**** A (52.69)	52.69	269,878.21

* INTEREST REBATE FROM 8% TO 7½%. ERROR IN PROCESSING BY A.C.S. CHANGED RATE TO 7¼%.

** INTEREST REBATE FROM 8% TO 7½%.

*** A INTEREST ADJUSTMENT FOR 2/73 RATE CHANGE.

**** A INTEREST ADJUSTMENT FOR 2/73 RATE CHANGE.

1974

	CRETE TRUST #18-2559490			CRETE TRUST #18-2559516		
437.00	255,000		2,875.50	292,000		
	7.25/7.75			7.50		
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
			236,781.39			269,878.21
JAN	1,006.45	1,430.55	235,774.94	1,188.76	1,686.74	268,689.45
FEB *	1,012.53	1,424.47	234,762.41	1,196.19	1,679.31	267,793.26
MAR	920.83	1,516.17	233,841.58	1,203.67	1,671.83	266,589.59
APR	924.77	1,510.23	232,916.81	1,211.19	1,664.31	265,378.40
MAY	932.76	1,504.24	231,982.05	1,218.76	1,656.74	264,159.64
JUN	938.78	1,498.22	231,043.27	1,226.38	1,649.12	262,933.26
JUL	944.85	1,492.15	230,098.42	1,234.04	1,641.46	261,699.22
AUG	950.95	1,486.05	229,147.47	1,241.75	1,633.75	260,457.47
SPT	957.09	1,479.91	228,190.38	1,249.52	1,626.98	259,207.95
OCT	963.27	1,473.73	227,227.11	1,257.33	1,618.17	257,950.62
NOV	969.49	1,467.51	226,257.62	1,265.18	1,610.32	256,685.44
DEC	975.75	1,461.25	225,281.87	1,273.09	1,602.41	255,412.35
		17,744.48			19,740.14	

* 1/2 % INTEREST REBATE CANCELLED IN MARCH 1974.

1975

2,437.00
2,015.00

Grand
CROPS TRUST
#18-2559490
255,000
7.75/8.00

1,875.50
2,281.00

Farm
CROPS TRUST
#18-2559516
292,000
7.50/8.00

MONTH	PRIN.	INT.	BALANCE		PRIN.	INT.	BALANCE
			225,281.87				255,172.35
JAN	982.25	1,454.95	224,299.82		1,281.05	1,594.45	253,891.30
FEB	988.40	1,448.69	223,311.42		1,289.05	1,586.45	252,542.25
MAR	994.78	1,442.22	222,316.64		1,297.11	1,578.39	251,245.14
APR *	579.18	1,435.82	221,737.46	***	710.70	1,570.30	250,534.44
MAY ** A	536.75	1,478.25	221,200.71	**** A	610.77	1,670.23	249,923.67
JUN	540.33	1,474.67	220,660.38		614.84	1,666.16	249,308.83
JUL	543.93	1,471.07	220,116.45		618.94	1,662.06	248,689.89
AUG	547.56	1,467.44	219,568.89		623.07	1,657.93	248,066.82
SEP	551.21	1,463.79	219,017.68		627.22	1,653.78	247,439.60
OCT	554.88	1,460.12	218,462.80		631.40	1,649.60	246,808.20
NOV	558.58	1,456.42	217,904.22		635.61	1,645.29	246,172.59
DEC	562.31	1,452.69	217,341.91		639.85	1,641.15	245,532.74
		17,506.04				19,575.89	

* P+I PAYMENT ADJUSTED TO $ 2,015.00.

** A PAYMENT REFLECTS INTEREST ADJUSTMENT. RATE INCREASE TO 8%.

*** P+I PAYMENT ADJUSTED TO $ 2,281.00.

**** A PAYMENT REFLECTS INTEREST ADJUSTMENT. RATE INCREASE TO 8%.

1976

	CROPS TRUST #18-2559490 2,315.00 255,000 8.00			CROPS TRUST #18-255950 2,281.00 293,000 8.00		
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
			219,341.91			245,532.74
JAN	566.05	1,442.95	216,775.86	644.12	1,636.88	244,888.62
FEB	569.83	1,445.17	214,206.03	648.41	1,632.59	244,240.21
MAR	573.63	1,441.37	211,632.40	652.73	1,628.27	243,587.48
APR	577.45	1,437.55	209,054.95	657.08	1,623.92	242,930.40
MAY	581.30	1,433.70	206,473.65	661.46	1,619.54	242,268.94
JUN	585.18	1,429.82	203,888.47	665.87	1,615.13	241,603.07
JUL	589.08	1,425.92	201,299.39	670.31	1,610.69	240,932.76
AUG	593.00	1,422.00	198,706.39	674.78	1,606.22	240,257.98
SEP	596.96	1,418.04	196,109.43	679.28	1,601.72	239,576.70
OCT	600.94	1,414.06	193,508.49	683.81	1,597.19	238,892.89
NOV	604.94	1,410.06	190,903.55	688.37	1,592.63	238,204.52
DEC	608.98	1,406.02	188,294.57	692.96	1,588.04	237,513.56
		17,132.66			19,252.82	

Fleet National Bank

Item Processing Department

Crepe Trust

15 - 5308291

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				4,591.14
1-09-73	3,492.74			91.14
1-10-73		4,500.00		10,338.74
1-15-73	10,247.60			8,077.72
1-15-73		2,261.02		5,765.05
1-15-73		2,312.67		5,326.55
1-16-73		438.50		2,889.55
1-17-73		2,437.00		14.05
1-17-73		2,875.50		79.17
1-26-73			65.12	8,326.77
2-13-73	8,247.60			6,065.75
2-13-73		2,261.02		3,190.25
2-20-73		2,875.50		753.25
2-20-73		2,437.00		9,000.85
3-08-73	8,247.60			6,739.83
3-08-73		2,261.02		16,329.77
3-19-73	9,589.94			13,624.29
3-19-73		2,705.48		11,187.29
3-23-73		2,437.00		8,311.79
3-26-73		2,875.50		16,601.67
4-10-73	8,289.88			14,340.65
4-10-73		2,261.02		11,635.17
4-10-73		2,705.48		9,198.17
4-24-73		2,437.00		6,322.67
4-24-73		2,875.50		6,380.88
4-27-73			58.21	20,086.48
5-08-73	13,705.60			17,567.88
5-08-73		2,518.60		14,862.40
5-08-73		2,705.48		12,601.38
5-08-73		2,261.02		9,725.88
5-18-73		2,875.50		7,288.88
5-18-73		2,437.00		4,288.88
5-22-73		3,000.00		17,994.48
6-14-73	13,705.60			15,289.00
6-14-73		2,705.48		13,027.98
6-14-73		2,261.02		10,509.98
6-14-73		2,518.00		10,071.38
6-14-73		438.60		7,195.88
6-20-73		2,875.50		4,758.88
6-21-73		2,437.00		10,216.88
7-17-73	5,458.00			7,955.86
7-17-73		2,261.02		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				16,203.46
7-18-73	8,247.60			13,684.86
7-18-73		2,518.60		10,979.38
7-18-73		2,705.48		8,542.38
7-24-73		2,437.00		5,666.88
7-24-73		2,875.50		5,732.60
7-27-73			65.72	5,707.60
8-02-73		25.00		11,165.60
8-14-73	5,458.00			19,413.20
8-14-73	8,247.60			17,152.18
8-14-73		2,261.02		14,633.58
8-14-73		2,518.60		11,928.10
8-15-73		2,705.48		9,052.60
8-21-73		2,875.50		6,615.60
8-21-73		2,437.00		6,595.60
9-10-73		20.00		17,782.60
9-19-73	11,187.00			15,077.12
9-19-73		2,705.48		12,816.10
9-19-73		2,261.02		9,940.60
9-19-73		2,875.50		7,503.60
9-19-73		2,437.00		5,242.58
10-18-73		2,261.02		2,537.10
10-18-73		2,705.48		100.10
10-19-73		2,437.00		11,287.10
10-25-73	11,187.00			11,359.95
10-26-73			72.85	8,484.45
11-05-73		2,875.50		6,656.35
11-06-73		1,828.10		3,950.87
11-16-73		2,705.48		1,689.85
11-16-73		2,261.02		12,876.85
11-27-73	11,187.00			10,001.35
11-27-73		2,875.50		7,564.35
11-27-73		2,437.00		18,751.35
12-11-73	11,187.00			16,490.33
12-11-73		2,261.02		13,784.85
12-17-73		2,705.48		10,909.35
12-21-73		2,875.50		8,472.35
12-21-73		2,437.00		6,972.35
12-26-73		1,500.00		18,159.35
1-10-74	11,187.00			15,453.87
1-10-74		2,705.48		13,192.85
1-10-74		2,261.02		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				13,172.85
1-22-74		20.00		13,258.64
1-25-74			85.79	10,821.64
1-28-74		2,437.00		7,946.14
1-28-74		2,875.50		5,240.66
2-13-74		2,705.48		2,979.64
2-13-74		2,261.02		16,166.64
2-20-74	11,187.00			11,729.64
2-21-74		2,437.00		8,854.14
2-21-74		2,875.50		6,593.12
3-13-74		2,261.02		4,280.45
3-13-74		2,312.67		1,574.97
3-13-74		2,705.48		12,761.97
3-21-74	11,187.00			10,324.97
3-21-74		2,437.00		7,449.47
3-21-74		2,875.50		4,743.99
4-16-74		2,705.48		2,482.97
4-16-74		2,261.02		45.97
4-17-74		2,437.00		11,232.97
4-18-74	11,187.00			8,357.47
4-18-74		2,875.50		8,425.98
4-26-74			68.51	19,612.98
5-15-74	11,187.00			17,351.96
5-15-74		2,261.02		14,646.48
5-15-74		2,705.48		12,209.48
5-20-74		2,437.00		9,333.98
5-20-74		2,875.50		9,313.98
6-07-74		20.00		20,500.98
6-11-74	11,187.00			17,795.50
6-11-74		2,705.48		15,534.48
6-11-74		2,261.02		13,097.48
6-19-74		2,437.00		10,221.98
6-19-74		2,875.50		7,516.50
7-16-74		2,705.48		5,255.48
7-16-74		2,261.02		16,442.48
7-17-74	11,187.00			14,005.48
7-18-74		2,437.00		11,129.98
7-18-74		2,875.50		11,235.34
7-26-74			105.36	8,974.32
8-08-74		2,261.02		6,268.84
8-09-74		2,705.48		17,455.84
8-14-74	11,187.00			12,143.34
8-23-74		5,312.50		23,330.34
9-10-74	11,187.00			

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				20,624.86
1-10-74		2,705.48		18,363.84
9-11-74		2,261.02		18,343.84
9-13-74		20.00		15,468.34
9-24-74		2,875.50		13,031.34
9-24-74		2,437.00		10,155.84
10-17-74		2,875.50		7,718.84
10-17-74		2,437.00		5,013.36
10-23-74		2,705.48		2,752.34
10-23-74		2,261.02		2,709.05
10-23-74		43.25		2,827.63
10-25-74			118.54	14,014.63
10-29-74	11,187.00			11,309.15
11-11-74		2,705.48		9,048.13
11-11-74		2,261.02		6,611.13
11-21-74		2,437.00		3,735.63
11-21-74		2,875.50		14,922.63
12-05-74	11,187.00			12,217.15
12-05-74		2,705.48		9,956.13
12-05-74		2,261.02		7,519.13
12-20-74		2,437.00		4,643.63
12-20-74		2,875.50		4,623.63
12-30-74		20.00		15,810.63
1-03-75	11,187.00			13,549.61
1-03-75		2,261.02		10,844.13
1-03-75		2,705.48		8,407.13
1-17-75		2,437.00		5,531.63
1-17-75		2,875.50		5,620.07
1-31-75			88.44	3,359.05
2-03-75		2,261.02		5,414.48
2-13-75	2,055.43			2,538.98
2-21-75		2,875.50		101.98
2-21-75		2,437.00		11,288.98
2-26-75	11,187.00			8,583.50
3-05-75		2,705.48		6,322.48
3-05-75		2,261.02		17,509.48
3-18-75	11,187.00			12,196.98
3-21-75		5,312.50		9,935.96
4-01-75		2,261.02		7,643.46
4-14-75		2,292.50		5,536.72
4-15-75		2,106.74		1,240.72
4-21-75		4,296.00		12,427.72
4-21-75	11,187.00			12,504.95
4-25-75			77.23	

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
5-06-75		2,261.02		10,243.93
5-06-75		2,292.50		7,951.43
5-07-75		2,500.00		5,451.43
5-08-75		264.00		5,187.43
5-13-75	11,187.00			16,374.43
5-13-75		2,000.00		14,374.43
5-22-75		4,296.00		10,078.43
5-27-75	11,187.00			21,265.43
5-28-75		2,000.00		19,265.43
5-30-75		2,261.02		17,004.41
5-30-75		2,292.50		14,711.91
6-18-75		4,296.00		10,415.91
6-26-75		2,261.02		8,154.89
6-26-75		2,292.50		5,862.39
	11,187.00			17,049.39
		4,296.00		12,753.39
			120.42	12,873.81
7-29-75		2,261.02		10,612.79
7-29-75		2,292.50		8,320.29
8-01-75		2,000.00		6,320.29
8-04-75		20.00		6,300.29
8-21-75	2,281.00			8,581.29
8-21-75	2,015.00			10,596.29
9-02-75	5,000.00			15,596.29
9-02-75		2,261.02		13,335.27
9-02-75		2,292.50		11,042.77
9-02-75		8,592.00		2,450.77
9-09-75	11,187.00			13,637.77
9-09-75		5,000.00		8,637.77
9-23-75		4,296.00		4,341.77
9-30-75	11,187.00			15,528.77
9-30-75		2,261.02		13,267.75
9-30-75		2,292.50		10,975.25
10-02-75		4,000.00		6,975.25
10-17-75		4,296.00		2,679.25
10-31-75	3,000.00			5,679.25
11-31-75		2,261.02		3,418.23
10-31-75		2,292.50		1,125.73
10-31-75			55.36	1,181.09
11-18-75	11,187.00			12,368.09
11-18-75		1,000.00		11,368.09
11-20-75		4,296.00		7,072.09

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				18,259.09
11-25-75	11,187.00			15,998.07
11-25-75		2,261.02		12,998.07
11-28-75		3,000.00		10,705.57
11-28-75		2,292.50		8,705.57
12-05-75		2,000.00		4,409.57
12-18-75		4,296.00		4,709.97
12-31-75	300.00			2,448.59
12-31-75		2,261.02		156.05
12-31-75		2,292.50		
				11,343.05
1-20-76	11,187.00			7,047.05
1-23-76		4,296.00		7,093.32
1-30-76			46.27	4,832.30
2-02-76		2,261.02		2,539.80
2-02-76		2,292.50		13,726.80
2-09-76	11,187.00			9,430.80
2-20-76		4,296.00		7,169.78
3-01-76		2,261.02		4,877.28
3-01-76		2,292.50		581.28
3-18-76		4,296.00		22,955.28
4-05-76	22,374.00			20,662.78
4-05-76		2,292.50		18,401.76
4-05-76		2,261.02		14,105.76
4-19-76		4,296.00		11,813.26
4-30-76		2,292.50		9,552.24
4-30-76		2,261.02		9,645.97
4-30-76			93.73	20,832.97
5-07-76	11,187.00			16,536.97
5-18-76		4,296.00		11,536.97
5-19-76		5,000.00		9,275.95
6-02-76		2,261.02		6,983.45
6-02-76		2,292.50		18,170.45
6-08-76	11,187.00			16,170.45
6-08-76		2,000.00		11,874.45
6-17-76		4,296.00		23,061.45
6-28-76	11,187.00			20,768.95
6-30-76		2,292.50		18,507.93
6-30-76		2,261.02		14,211.93
7-19-76		4,296.00		14,360.86
8-01-76			148.93	25,547.86
8-02-76	11,187.00			20,547.86
8-02-76		5,000.00		18,286.84
8-02-76		2,261.02		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
8-02-76		2,292.50		15,994.34
8-16-76	11,187.00			27,181.34
8-18-76		4,296.00		22,885.34
8-23-76		2,500.00		20,385.34
8-31-76		2,261.02		18,124.32
8-31-76		2,292.50		15,831.82
9-10-76		25.00		15,806.82
9-10-76		18.00		15,788.82
9-17-76		4,296.00		11,492.82
9-30-76		2,261.02		9,231.80
9-30-76		2,292.50		6,939.30
10-13-76		276.62		6,662.68
10-18-76		4,296.00		2,366.68
10-19-76	11,187.00			13,553.68
10-19-76		3,500.00		10,053.68
10-26-76	11,187.00			21,240.68
11-01-76			143.38	21,384.06
11-01-76		2,292.50		19,091.56
11-01-76		2,261.02		16,830.54
11-17-76		4,296.00		12,534.54
11-17-76		5,000.00		7,534.54
11-29-76	11,187.00			18,721.54
11-29-76		2,292.50		16,429.04
11-29-76		2,261.02		14,168.02
12-14-76	11,187.00			25,355.02
12-14-76		5,000.00		20,355.02
12-16-76		4,296.00		16,059.02
12-31-76		2,261.02		13,796.00
12-31-76		2,292.50		11,505.50
1-17-77		4,296.00		7,209.50
2-01-77			94.69	7,304.19
2-01-77	11,187.00			18,491.19
2-01-77		2,292.50		16,198.69
2-01-77		2,261.02		13,937.67
2-16-77		4,296.00		9,641.67
2-25-77		2,292.50		7,349.17
2-25-77		2,261.02		5,088.15
3-16-77		4,296.00		792.15
3-31-77	11,187.00			11,979.15
3-31-77		2,292.50		9,686.65
3-31-77		2,261.02		7,425.63
4-08-77	11,187.00			18,612.63

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				15,612.63
4-08-77		3,000.00		10,612.63
4-14-77		5,000.00		6,316.63
4-15-77		4,296.00		17,503.63
4-20-77	11,187.00			7,503.63
4-25-77		10,000.00		7,616.27
5-01-77			112.64	5,817.27
5-02-77		1,799.00		3,524.77
5-02-77		2,292.50		5,024.77
5-13-77	1,500.00			16,211.77
5-16-77	11,187.00			11,915.77
5-17-77		4,296.00		23,102.77
5-26-77	11,187.00			20,602.77
5-26-77		2,500.00		18,803.85
6-01-77		1,796.92		16,511.35
6-01-77		2,292.50		12,215.35
6-16-77		4,296.00		23,402.35
6-17-77	11,187.00			20,902.35
6-17-77		2,500.00		13,402.35
6-28-77		7,500.00		11,603.43
7-01-77		1,798.92		9,310.93
7-01-77		2,292.50		20,497.93
7-13-77	11,187.00			18,497.93
7-15-77		2,000.00		14,201.93
7-20-77		4,296.00		14,338.63
7-29-77			136.70	12,539.71
8-02-77		1,798.92		10,247.21
8-02-77		2,292.50		21,434.21
8-16-77	11,187.00			19,434.21
8-16-77		2,000.00		15,138.21
8-17-77		4,296.00		10,138.21
8-18-77		5,000.00		10,158.53
8-26-77	20.32			8,364.57
8-26-77		1,793.96		6,072.07
8-26-77		2,292.50		17,259.07
9-16-77	11,187.00			9,759.07
9-16-77		7,500.00		5,463.07
9-20-77		4,296.00		3,170.57
10-04-77		2,292.50		1,376.61
10-04-77		1,793.96		4,376.61
10-11-77	3,000.00			15,563.61
10-14-77	11,187.00			12,563.61
10-14-77		3,000.00		8,267.61
10-19-77		4,296.00		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
10-19-77		2,500.00		5,767.61
10-28-77			73.79	5,841.40
11-01-77		2,292.50		3,548.90
11-01-77		1,793.96		1,754.94
11-16-77	11,187.00			12,941.94
11-17-77		4,296.00		8,645.94
11-23-77		2,500.00		6,145.94
11-23-77		36.86		6,109.08
11-29-77		1,793.96		4,315.12
12-01-77		2,292.50		2,022.62
12-14-77	11,187.00			13,209.62
12-14-77		2,500.00		10,709.62
12-16-77	20,000.00			30,709.62
12-19-77		4,296.00		26,413.62
12-20-77		20,000.00		6,413.62
12-23-77		1,793.96		4,619.66
1-04-78		2,292.50		2,327.16
1-11-78	11,187.00			13,514.16
1-18-78		2,500.00		11,014.16
1-18-78		4,296.00		6,718.16
1-26-78		1,793.96		4,924.20
1-27-78			61.84	4,986.04
2-01-78		2,292.50		2,693.54
2-10-78	11,187.00			13,880.54
2-14-78		2,500.00		11,380.54
2-28-78		1,793.96		9,586.58
2-28-78		2,292.50		7,294.08
3-06-78		4,296.00		2,998.08
3-09-78	11,187.00			14,185.08
3-09-78		2,500.00		11,685.08
3-22-78		4,296.00		7,389.08
3-28-78		1,793.96		5,595.12
3-28-78		2,292.50		3,302.62
4-06-78	11,187.00			14,489.62
4-06-78		2,500.00		11,989.62
4-19-78		4,296.00		7,693.62
4-27-78		2,292.50		5,401.12
4-27-78		1,793.96		3,607.16
4-28-78			82.81	3,689.97
5-09-78	11,187.00			14,876.97
5-09-78		2,500.00		12,376.97
5-16-78		2,000.00		10,376.97
5-17-78		4,296.00		6,080.97

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
5-25-78		2,292.50		3,788.47
5-25-78		1,793.96		1,994.51
6-07-78	11,187.00			13,181.51
6-07-78		2,500.00		10,681.51
6-19-78		4,296.00		6,385.51
6-27-78		1,793.96		4,591.55
6-27-78		2,292.50		2,299.05
7-06-78	11,187.00			13,486.05
7-06-78		2,500.00		10,986.05
7-18-78		4,296.00		6,690.05
7-27-78		1,793.96		4,896.09
7-27-78		2,292.50		2,603.59
7-28-78			69.04	2,672.63
8-09-78	11,187.00			13,859.63
8-09-78		2,500.00		11,359.63
8-17-78		4,296.00		7,063.63
8-30-78		1,793.96		5,269.67
8-30-78		2,292.50		2,977.17
9-12-78	11,187.00			14,164.17
9-12-78		2,500.00		11,664.17
9-19-78		4,296.00		7,368.17
9-27-78		2,292.50		5,075.67
9-27-78		1,793.86		3,281.81
10-10-78	11,187.00			14,468.81
10-10-78		2,500.00		11,968.81
10-17-78		4,296.00		7,672.81
10-27-78		2,292.50		5,380.31
10-27-78		1,793.86		3,586.45
10-27-78			70.11	3,656.56
11-14-78	11,187.00			14,843.56
11-14-78		2,500.00		12,343.56
11-16-78		4,296.00		8,047.56
11-24-78		2,292.50		5,755.06
11-24-78		1,793.86		3,961.20
12-07-78		291.39		3,669.81
12-08-78	11,187.00			14,856.81
12-08-78		2,500.00		12,356.81
12-11-78		3,000.00		9,356.81
12-15-78		2,281.00		7,075.81
12-15-78		2,015.00		5,060.81
12-27-78		2,292.50		2,768.31
12-27-78		1,793.86		974.45

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				12,161.45
1-16-79	11,187.00			9,661.45
1-16-79		2,500.00		7,646.45
1-19-79		2,015.00		5,365.45
1-19-79		2,281.00		5,414.24
1-26-79			48.79	3,121.74
1-29-79		2,292.50		1,327.88
1-29-79		1,793.86		12,514.88
2-07-79	11,187.00			10,014.88
2-07-79		2,500.00		7,999.88
2-16-79		2,015.00		5,718.88
2-16-79		2,281.00		3,426.38
2-26-79		2,292.50		1,632.52
2-26-79		1,793.86		12,819.52
3-13-79	11,187.00			11,819.52
3-14-79		1,000.00		9,538.52
3-19-79		2,281.00		7,523.52
3-19-79		2,015.00		5,231.02
3-29-79		2,292.50		3,437.16
3-29-79		1,793.86		6,837.16
4-03-79	3,400.00			9,837.16
4-10-79	3,000.00			237.16
4-10-79		9,600.00		11,424.16
4-11-79	11,187.00			9,143.16
4-17-79		2,281.00		7,128.16
4-17-79		2,015.00		5,334.30
4-26-79		1,793.86		3,041.80
4-26-79		2,292.50		3,099.64
4-27-79			57.84	14,286.64
5-09-79	11,187.00			11.786.64
5-09-79		2,500.00		7,490.64
5-16-79		4,296.00		5,198.14
5-30-79		2,292.50		3,404.28
5-30-79		1,793.86		14,591.28
6-12-79	11,187.00			12,091.28
6-12-79		2,500.00		9,810.28
6-15-79		2,281.00		7,795.28
6-15-79		2,015.00		5,502.78
6-28-79		2,292.50		3,708.92
6-28-79		1,793.86		14,895.92
7-09-79	11,187.00			12,395.92
7-09-79		2,500.00		8,395.92
7-10-79		4,000.00		4,099.92
7-16-79		4,296.00		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
7-27-79		2,292.50		1,807.42
7-27-79		1,793.86		13.56
7-27-79			59.48	73.04
8-06-79	11,187.00			11,260.04
8-15-79		2,015.00		9,245.04
8-15-79		2,281.00		6,964.04
8-17-79		2,500.00		4,464.04
8-28-79		1,793.86		2,670.18
8-28-79		2,292.50		377.68
9-07-79	11,187.00			11,564.68
9-07-79		2,500.00		9,064.68
9-12-79		116.12		8,948.56
9-19-79		2,281.00		6,667.56
9-19-79		2,015.00		4,652.56
9-27-79		1,793.86		2,858.70
9-27-79		2,292.50		566.20
10-03-79	11,187.00			11,753.20
10-05-79		2,500.00		9,253.20
10-16-79		2,015.00		7,238.20
10-16-79		2,281.00		4,957.20
10-25-79		800.00		4,157.20
10-26-79			56.55	4,213.75
10-29-79		1,793.86		2,419.89
10-29-79		2,292.50		127.39
11-06-79	11,187.00			11,314.39
11-15-79		4,296.00		7,018.39
11-15-79		1,800.00		5,218.39
11-20-79	2,518.60			7,736.99
11-20-79		3,000.00		4,736.99
11-27-79		1,793.86		2,943.13
11-27-79		2,292.50		650.63
12-07-79	336.00			986.63
12-07-79	11,187.00			12,173.63
12-11-79		3,500.00		8,673.63
12-19-79		4,296.00		4,377.63
12-27-79		2,292.50		2,085.13
12-27-79		1,793.86		291.27
1-03-80	11,187.00			11,478.27
1-15-80		2,500.00		8,978.27
1-16-80		2,281.00		6,697.27
1-16-80		2,015.00		4,682.27
1-25-80			57.84	4,740.11
1-30-80		1,793.86		2,946.25

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
				653.75
1-30-80		2,292.50		11,840.75
2-08-80	11,187.00			8,840.75
2-15-80		3,000.00		6,825.75
2-20-80		2,015.00		4,544.75
2-20-80		2,281.00		2,252.25
2-29-80		2,292.50		458.39
2-29-80		1,793.86		11,645.39
3-04-80	11,187.00			8,645.39
3-11-80		3,000.00		4,349.39
3-18-80		4,296.00		2,555.53
3-28-80		1,793.86		263.03
3-28-80		2,292.50		11,450.03
4-07-80	11,187.00			8,450.03
4-14-80		3,000.00		4,154.03
4-16-80		4,296.00		4,210.17
4-25-80			56.14	2,416.31
4-28-80		1,793.86		123.81
4-28-80		2,292.50		11,310.81
5-07-80	11,187.00			8,460.81
5-14-80		2,850.00		6,179.81
5-15-80		2,281.00		4,164.81
5-15-80		2,015.00		2,370.95
5-29-80		1,793.86		78.45
5-29-80		2,292.50		11,265.45
6-16-80	11,187.00			6,969.45
6-17-80		4,296.00		4,169.45
6-23-80		2,800.00		2,375.59
6-26-80		1,793.86		83.09
6-26-80		2,292.50		11,270.09
7-10-80	11,187.00			6,974.09
7-16-80		4,296.00		4,174.09
7-21-80		2,800.00		1,881.59
7-29-80		2,292.50		87.73
7-29-80		1,793.86		124.75
7-30-80			37.02	11,311.75
8-05-80	11,187.00			8,511.75
8-13-80		2,800.00		4,215.75
8-18-80		4,296.00		1,923.25
8-27-80		2,292.50		129.39
8-27-80		1,793.86		11,316.39
9-04-80	11,187.00			8,516.39
9-16-80		2,800.00		6,501.39
9-16-80		2,015.00		

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
9-16-80		2,281.00		4,220.39
9-26-80		2,292.50		1,927.89
9-26-80		1,793.86		134.03
10-07-80	11,187.00			11,321.03
10-15-80		2,800.00		8,521.03
10-15-80		2,015.00		6,506.03
10-15-80		2,281.00		4,225.03
10-28-80		2,292.50		1,932.53
10-28-80		1,793.86		138.67
10-30-80			54.43	193.10
11-03-80	11,187.00			11,380.10
11-07-80		2,900.00		8,480.10
11-18-80		2,281.00		6,199.10
11-18-80		2,015.00		4,184.10
11-26-80		1,793.86		2,390.24
11-26-80		2,292.50		97.94
12-15-80	11,187.00			11,284.94
12-16-80		2,281.00		9,003.74
12-16-80		2,015.00		6,988.74
12-22-80		2,800.00		4,188.74
12-29-80		2,292.50		1,896.24
12-29-80		1,793.86		102.38
1-07-81	11,187.00			11,289.38
1-13-81		2,800.00		8,489.38
1-16-81		2,281.00		6,208.38
1-16-81		2,015.00		4,193.38
1-28-81		1,793.86		2,399.52
1-28-81		2,292.50		107.02
1-29-81			43.97	150.99
2-06-81	11,187.00			11,337.99
2-13-81		2,900.00		8,437.99
2-17-81		2,281.00		6,156.99
2-17-81		2,015.00		4,141.99
2-25-81		2,292.50		1,849.49
2-25-81		1,793.86		55.63
3-09-81	11,187.00			11,242.63
3-16-81		2,015.00		9,227.63
3-16-81		2,281.00		6,946.63
3-17-81		2,800.00		4,146.63
3-27-81		1,793.86		2,352.77
3-27-81		2,292.50		60.27
4-06-81	11,187.00			11,247.27

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
4-10-81		2,723.80		8,523.47
4-10-81		131.11		8,392.36
4-24-81		4,296.00		4,096.36
4-27-81		1,793.86		2,302.50
4-27-81		2,292.50		10.00
4-29-81			49.33	59.33
7-30-81			.60	59.93
10-29-81			.60	60.53
1-28-82			.61	61.14
4-29-82			.60	61.74
7-29-82			.62	62.36
10-28-82		3.00		59.36
11-15-82		59.36		- 0 -

11-25574490
18-25595-16

CR-00010

CREDIT MEMORANDA

NAME Crepe Trust

3/7/72
FAP/m

Michael Abatuno, Trustee (Attorney for Congressman Fernand St. Germain)

I. Request: 292.0, 8%, 15 yrs.
5%, 5-yr. prepayment penalty
No tax escrow plan
Personal endorsement of Fernand St. Germain and wife Rachel N.
Assignment of rents under lease.

Purpose:
To purchase a 1-story masonry restaurant building at 228 Meeting St., Providence, R. I. for $311,440, to be leased back to the seller, International Industries, Inc., also known as International House of Pancakes.

Rent: 12% of cost net net or $37,372 per yr.

Debt Service: $34,506 per yr,

Bank Appraisal: $310,000

II. Request: 255.0, 8%, 15 yrs.
5%, 5-yr. prepayment penalty
No tax escrow plan
Assignment of rents under lease.
Personal endorsement of Congressman Fernand St. Germain and wife, Rachel N.

Purpose:
To purchase a 1-story masonry building at 1045 Reservoir Ave., Cranston, R. I. Purchase price $263,320, leaseback to International Industries, Inc. Lease is 12% of cost net net for 20 yrs. - $31,598.40 per yr.

Bank Appraisal: 265.0

Debt Service $29,244 per yr.

Owner's equity: 4% of cost on both requests or $22,960.

The entity which will take title is to be known as the Crepe Trust, Michael Abatuno, Trustee under an Indenture of Trust dated 2/28/72. Mr. Atatuno will have no personal obligation.

Recommended

Loaning Officer

APPLICATION FOR MORTGAGE LOAN TO INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

Commercial, Industrial, Investment or Residential – 5 or more living units.

N.A. OFFICE

REQUEST

Date 5/6/1976 Amt. Requested 292,000 Rate 8½ Term 15 Maturity

Endorsement ☑ yes ☐ no If yes, Name(s)

Assignment of Rent ☑ yes ☐ no If yes, Tenant: INTERNATIONAL INDUSTRIES INC

Amount 80% of cost Expires 90 Days 5½ Years permanent financing

APPLICANT

NAME OF APPLICANT THE CROSS TAVERN ☑ Corporation TO BE FORMED ☐ Partnership ☐ Proprietorship

Ownership Interest:

Officers:

Pres. EDWARD J. DEFRANCESCO % Secy. RAPHAEL M. STRADWIN %

Vice Pres. % Treas. %

On a proprietorship, delete titles.

Address of Applicant

PURPOSE

Purpose of Loan TO PURCHASE FOR INVESTMENT

Alterations Proposed

Contractor

Address

COST

Purchase Price of Land Yr. $

Contract Price of Bldg. Yr. $

Purchase Price of Prop. Yr. $ 311,446

TOTAL COST Yr. $

Source of Down Payment 4% of 12440

Will there be secondary financing? Yes ☐ No ☐

If yes, Amount Rate Years To whom

Have you applied elsewhere? Yes ☐ No ☐

Required Annual Payments 36 812.76 Required Monthly Payments 3,067.73 3,067.24

References 34 155.92

Bank

PROPERTY

LOCATION 228 MEETING ST PROV. R.I. LOT 36 PLAT 210 CONT. PLAT 49 LOT 1

Present Owner

Address

Present Mortgages on subject property:

First Held by

Second Held by

Directions to Property

(TO BE COMPLETED BY INTERVIEWER) 12' MASONRY RESTAURANT BLDG.

General Description of Property CONTAINING 3000 ±

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
13	36		4978 ±	

Water Public ☑ Well (Type) ☐

Sewerage Disposal Public ☑ Cesspool ☐ Septic tank ☐

Property Income

	Week or Month	Year
1st floor	1200 a mo	
2nd floor		
3rd floor	NOT RENT	
store(s)		
Other		
TOTAL ANNUAL INCOME		37,332.80

Expenses	Year
Taxes Assessed	
Fire insurance Inc. E.C.	
Fuel	
Water	
Gas Electric	
Maintenance	
TOTAL ANNUAL EXPENSES	

May Be Inspected: Owner Broker Tel. No.

☐ Anytime ☐ Appointment Key at

I, we, agree to pay all costs of title examination and/or title insurance and to pay all closing costs. The terms and rate of any approved loan will expire 60 days from the date of commitment.

Application Taken by

Signature

INTER OFFICE LETTER

INDUSTRIAL NATIONAL BANK

OF RHODE ISLAND

February 1, 1972

Memorandum to: J. Terrence Murray
Senior Vice President

From: Robert C. Nordstrom
Senior Appraiser

Re: Appraisal of International House of Pancakes

1045 Reservoir Ave., Cranston
A. P. 9/2, Lot 2407 - 100' frontage on Reservoir by 200' or 20,000 sq. ft.; 100' frontage on Knollwood in rear. Zoned Commercial.

The land is improved by a 1-story masonry restaurant building containing approximately 3000 sq. ft. High-pitched gable roof with aluminum simulated shakes.

Exterior appraisal - Individualistic design, chalet style, approximately two years old. Asphalt parking for 30 to 40 cars.

Cost Approach to Value - Restaurant, Class C, Excellent Quality:

Building 3000 sq. ft. @ $42.27	$126,700.	
Depreciation 2%, 35-yr. life, 2 yrs. old	3,550.	
	$123,150.	
Land Improvements	7,500.	
Land 20000 sq. ft. @ $3.00	60,000.	
Total Land and Buildings	$190,650.	say $190,000.

Remarks
Improving commercial and professional location approximately 1/2 mile north of Garden City. Heavy traffic flow. Appraisal based on use as a restaurant (cost approach to value). Value as an office building or retail sales establishment would be less because of the cost of modification and renovation.

		Per Month	Per Year
Rentable Floor Area	net/net lease - 20 yrs.		
	Est. 3000 sq. ft. @ $12.45 sq. ft.		37372.
		say	37400.
Store Rental per unit	Building Residual - Inwood Annuity		
	Assumed land value	50000.	
	Assumed annual rent:	37400.	
	Interest on assumed land value		
Estimated annual rental income	7% of $50,000 or	3500.	
Per Month			
Per Year	Annual net income attributable to bldg.	33900.	
Less % vacancy	Remaining economic life 20 yrs.		
	Interest 12%. then the present worth		
	of $1.00 per annum for 20 yrs. discounted	Total	
Estimated annual expenses	@ 12% is found to be	7469.	
Taxes			
Heat	Building value $33,900 x 7.469	253,200.	
Water & Sewerage	Assumed land value	50,000.	
Gas & Electricity		$303,200.	
Insurance			
Repairs & Maintenance			
Management			
Miscellaneous			
Snow & Rubbish Removal			
Salary			

Estimated net annual income before depreciation Straight line depreciation

Estimated annual gross income

Estimated annual expenses

Net annual income before depreciation

Capitalization of Estimated Net Annual Income

$ 37400 capitalized at 7 % interest

5 % depreciation and obsolescence

Value: $311,600.

Land Value

	acres @	per acre	$
4936	sq. ft. @ $10.00	sq. ft.	50000.
	sq. ft. @	sq. ft.	

Fair value of land & improvements using the income approach.

Land $ 50000.

Bldg $ 260000. Total 310,000.

COST APPROACH

Replacement cost of bldg. new less accrued depreciation, plus fair land value

Bldg	sq. ft. @	sq. ft.	$
"	sq. ft. @	sq. ft.	
"	sq. ft. @	sq. ft.	
Incrator	sq. ft. @	sq. ft.	
Concrete	sq. ft. @	sq. ft.	Total
Less % depreciation			Total

Fair value of land & improvements using the replacement depreciated cost approach.

Land $

Land imp.

Bldg Total $

883

RE-00164 REV. 12/71

APPRAISAL REPORT

Commercial, Industrial, Investment or Residential – 5 or more living units.

APPLICANT Fernand J. St. Germain

LOCATION cor. Thayer & Meeting Sts.
Providence, R. I.

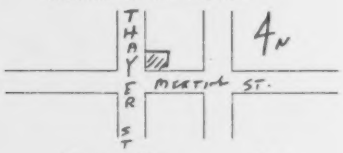
DATE OF INSPECTION 2/16/72

APPRAISAL: Land $ 50000.
Bldg. $260000.
Total $310000.

Street Graded	[X] Yes	[ ] No	
Surfaced	[X] Yes	[ ] No	
Curbed	[X] Yes	[ ] No	
Electricity	[X] Yes	[ ] No	
Gas	[X] Yes	[ ] No	
Water	[X] Public	[ ] Private	Type
Sewer	[X] Public	[ ] Private	Type

Purchase Price of Land
Contract Price of Bldg.
Purchase Price of Property $311,400. (1972)
Cost of Improvements
Contractor

LOCATION DATA: SKETCH



LOCATION DATA Corner lot, near business district of East Side; 5 or 6 blocks from Brown University. Thayer St. is one-way.

ZONING Commercial

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
13	30	x	4938 sq. ft.	
		x		
		x		

IMPROVEMENT

TYPE: Restaurant AGE: 1 yr.

NO. OF STORIES: 1-story

SIZE & SQ. FTG: 3000 sq. ft.

FLOOR PLAN: Restaurant, kitchen, men's and ladies' lavettes, office.

CONSTRUCTION

EXTERIOR:	foundation -	concrete slab
	walls -	masonry
	roof -	aluminum shakes
	framing -	masonry
INTERIOR:	walls -	panel and dry
	floors -	carpet
	ceilings -	open
HEATING		forced warm air
AIR CONDITIONING		central
PLUMBING		copper
ELECTRIC		
BUILT INS		kitchen equipment
LOADING FACILITIES		
SPRINKLERS		
ELEVATOR		
PARKING		7 to 8 cars (on-site)

OTHER IMPROVEMENTS:

IMPROVEMENTS PROPOSED:

HOLD $

CORRELATION & REMARKS: Sale - leaseback arrangement with International House of Pancakes - 12% of cost on a net/net lease for 20 yrs. or $37,372.30 per year. Property in excellent condition. Highly individualistic design (chalet). Limited off-street and on-street parking.

Obtain first security interest under UCC on all equipment and furnishings now held or to be acquired.

We, the undersigned, hereby certify that we have made a careful examination and evaluation of the real estate herein described.

APPRAISER'S SIGNATURES

Robert I. Nurist

RR-00186 REV. 10/71

Restaurant

Commercial, Industrial, Investment or Residential – 5 or more living units

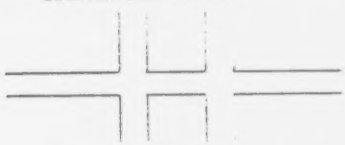
APPRAISAL REPORT

APPLICANT Farnand St. Germain

LOCATION 1045 Reservoir Ave.
Cranston, R. I.

Purchase Price of Land
Contract Price of Bldg.
Purchase Price of Property
Cost of Improvements
Contracts:

LOCATION DATA: SKETCH



DATE OF INSPECTION 2/16/72

APPRAISAL: Land $ 60000.
Bldg. $205000.
Total $265000.

Street Graded	☒ Yes	☐ No
Surfaced	☒ Yes	☐ No
Curbed	☒ Yes	☐ No
Electricity	☒ Yes	☐ No
Gas	☒ Yes	☐ No
Water	☒ Public	☐ Private Type
Sewer	☒ Public	☐ Private Type

LOCATION DATA: West side of Reservoir Ave. 1/2 mile north of Cardon City. Heavily traveled road. Fronts on two streets. Improving commercial location.

ZONING

Assessor's Plat	Lot	Dimensions	Total Area	Assessments
9/2	2407	100 x 200	20000 sq. ft.	L 7880.
		x		B 47620.
		x		

IMPROVEMENT

TYPE: Restaurant AGE: 2 yrs.

NO. OF STORIES: 1-story

SIZE & SQ. FTG: 3000 sq. ft.

FLOOR PLAN: Restaurant, kitchen, men's and ladies' lavettes, office.

CONSTRUCTION

EXTERIOR	foundation -	concrete slab
	walls -	masonry
	roof -	aluminum shakes
	framing -	masonry
INTERIOR	walls -	panel and dry
	floors -	carpet
	ceilings -	open
HEATING		forced warm air
AIR CONDITIONING		central
PLUMBING		copper
ELECTRIC		
BUILT INS		kitchen equipment
LOADING FACILITIES		
SPRINKLERS		
ELEVATOR		
PARKING		30 to 40 cars

We, the undersigned, hereby certify that we have made a careful examination and evaluation of the real estate herein described

APPRAISER'S SIGNATURES

OTHER IMPROVEMENTS:

IMPROVEMENTS PROPOSED:

HOLDS:

CORRELATION:

REMARKS: Sale - leaseback arrangement with International House of Pancakes - 12% of cost on a net/net lease for 20 yrs. or $31,800.00 per year. Property in excellent condition. Highly individualistic style building (check) Good parking facilities on site.

3825

(Jab (✓ 18 25 594 90

INDUSTRIAL NATIONAL BANK

~~18 595~~

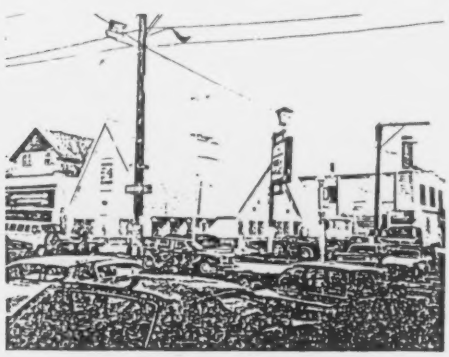
✓ 18 25 595 16

Date: March 12, 1980
Memo to: J. Terrence Murray, President
From: Fred A. Pahl
Re: Reappraisal - Crepe Trust
International House of Pancakes, Inc.

I.
Location : Corner Meeting & Thayer Streets
Providence, RI

Description : Masonry and frame individualistic design (chalet) restaurant building containing 3,000 s/f. Built 1971. On-site parking for nine cars. Street parking. Located in a very busy commercial district. Heavy foot traffic.

Condition : Exterior needs painting.



Lessee : International Industries, Inc.
Date : 2/72
Term : 20 years
Rental : $37,372.30 annual or 5% of gross sales less base rent. No excess has occurred. Bank receives a monthly statement.
Expenses : Lessee pays all including maintenance.

Income Approach - Building Residual - Inwood Annuity

Assume Land Value (4,938 s/f @ $12.00)		60,000
Assume Annual Net before Recapture		
3,000 s/f @ 12.45		37,372
Interest on assumed land value @ 12%		7,200
Annual net income imputable to building		30,172
Remaining economic life - 22 years		
Interest rate 12% - Factor 8.772		
Building Value 30,172 x 8.772	264,668	
Assume Land Value	60,000	
Total indicated value of property	324,668	
Rounded	$325,000	

Cost Approach

Class D (very good) Restaurant	
4,485 x 1.19 x 1.03 = 54.97	
3,000 s/f @ 54.97	164,910
Blacktop 1,938 s/f @ 40¢	775
Total	165,685
16% depreciation	26,509
Net	139,176
Land Value 4,938 s/f @ 12.00	60,000
Total	$199,176

Conclusion:

The income approach is the primary indicator of value. This technique does not reflect functional obsolescence - insufficient on-site parking. The cost approach must be partially considered.

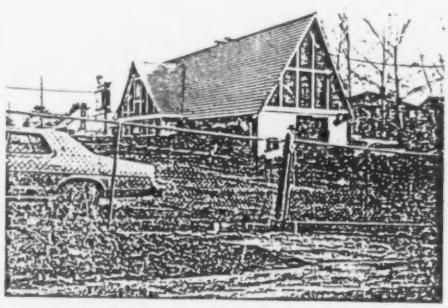
Concluded the fair market value to be $300,000

The purchase price in 1972 was $311,440.

Balance of mortgage $207,458.

II.

Location	:	1045 Reservoir Avenue Cranston, RI
Description	:	Masonry and frame individualistic design (chalet) restaurant building containing 3,000 s/f. Built 1971. On-site parking for fifty cars. The location is excellent. Heavily traveled road.
Condition	:	Exterior needs painting. Blacktop needs sealing and striping.



Lessee	:	International Industries, Inc.
Date	:	2/72
Term	:	20 years
Rental	:	$31,598.40 assumed or 5% of gross sales less base rent. No excess has occurred. Bank receives a monthly statement.
Expenses	:	Lessee pays all including maintenance.

-more-

Income Approach - Building Residual - Inwood Annuity

Assume Land Value (20,000 s/f @ $5.50		110,000
Assume Annual Net before Recapture 3,000 s/f @ 10.53		31,598
Interest on assumed land value @ 12%		13,200
Assume net income imputable to building		18,398
Remaining economic life - 22 years		
Interest rate 12% - Factor 8.772		
Building value 18,398 x 8.772	161,387	
Assume Land Value	110,000	
Total indicated value of property	271,387	
Rounded	$271,000	

Cost Approach

Class D (very good) restaurant	
44.85 x 1.19 x 1.03 = 54.97	
3,000 s/f @ 54.97	164,910
Blacktop 17,000 s/f @ 40¢	6,800
Total	171,710
16% depreciation	27,473
Net	144,237
Land Value 20,000 s/f @ $5.50	110,000
Total	254,237
Rounded	$254,000

Conclusion:

Fair Market Value	$260,000
Original purchase price in 1972 was	$263,320
Balance of mortgage	$183,882.

FAP/m

CREDIT MEMORANDA

NAME International Industries, Inc.

1/6/72
..J. Skala
ca

At the request of J. Terrance Murray, Senior Vice President, the writer developed the following on the subject company:

SECURITY PACIFIC NATIONAL BANK, CALIFORNIA

Pat Leany - Assistant V. P. & Loan Officer (213-620-6859

Mr. Leany who handles the International Industries account stated that the decision to change accounting methods and write down unprofitable operations was in the best interest of the company in the long run. The company is suffering somewhat from "indigestion" due to their rapid growth through acquisition

In response to my question concerning the prognosis for future success, Mr. Leahy stated that the first quarter of fiscal 1972 which ended in November reflected the beginnings of what he believes will be a major turnaround with a profit shown of $587,000. He added that management expects to remain profitable throughout Fiscal '72, made possible by heavy write-offs of $62,000,000 for fiscal 1971.

They still have some unprofitable facilities, written down in 1971, which are expected to be sold in the current year.

In regards to International House of Pancakes, Mr. Leany was quite favorable. This operation has been historically very profitable and remains profitable. It is a strong contributor in the International Industries set-up and is well managed.

In concluding, I was informed that Security Pacific is the lead bank in a group of 30 banks which successfully restructured, in March 1971, $95,000,000 in loans. The maturity schedule was stated as $30 million in August 1972
$30 million sinking fund notes for 1981
$30 million for various maturities thereafter

Account balances are maintained in substantial proportions. An annual report will be forwarded to us by Mr. Leany.

1/24/72
TJFkala:
...det

The writer again called Security Pacific National Bank and asked for Everett Floyd, Senior Vice President. I was referred in his absence to Pat Leany, Vice President, who has the prime responsibility for the account.

I relayed the specifics of the sale and leaseback and asked his opinion of the deal. He stated that it has nothing from the picture of [illegible] to sell International House of Pancake restaurants on a sale and leaseback arrangement. Our deal was a standard package and Mr. Leahy felt that the lease should be analyzed from an appraisal of the future generation by the individual franchised operation.

In response to another question, Mr. Leany stated that [illegible] for International Industries was available for the past [illegible] the future were confidential [illegible] management intends to [illegible] cash flow dictates.

CR. 14.10

CREDIT MEMORANDA

NAME International Industries, Inc.

(/24/72 TJSkala: jct cont'd.)	investors. I discussed the lease proposal with Frank Moore who pointed out the increasing competition which exist on Reservoir Avenue. Chello's Restaurant took over operation of Ted's Big Boy on 1/17/72 and a new McDonald's is under construction at 1073 Reservoir Avenue.

INDUSTRIAL NATIONAL BANK
111 WESTMINSTER ST. PROVIDENCE, RHODE ISLAND 02903 401-278-6709

ROBERT A. CROWLEY
VICE PRESIDENT
REAL ESTATE FINANCING DEPARTMENT

March 31, 1975

Mr. Fernand J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island

Dear Mr. St. Germain:

Re: Michael A. Abatuno, Trustee Under Indenture of Trust Dated February 28, 1972, and known as the Crepe Trust, Mortgage No. 18-25-594-90 - 228 Meeting Street, Providence, Rhode Island, and Crepe Trust, Mortgage No. 18-25-595-16 - 1045 Reservoir Avenue, Cranston, Rhode Island

Based upon your present balance and considering a full payout of these loans in seventeen years, your payments will be adjusted to $2,281.00 per month on mortgage #18-25-594-90 and $2,015.00 per month on mortgage #18-25-595-16. This reflects an increase in your present interest rate from 7-1/2% to 8%. The 8% rate reflects the original rate in the Notes executed March 7, 1972.

If the above is agreeable, please acknowledge on the enclosed copy of this letter and return to the undersigned. Should you have any questions, feel free to call me at 278-6709.

Very truly yours,

Robert A. Crowley

RAC/m

ACKNOWLEDGED this _____ day of April, 1975.

By _____

bcc: J. Terrence Murray, Executive Vice President
cc: File

January 16, 1973

Mr. Fernard J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island

RE: Michael A. Abatuno, Trustee Under Indenture of Trust Dated February 28, 1972, and known as the Crepe Trust - Mortgage No. 16-25-594-90 and 16-25-595-16

Dear Mr. St. Germain:

Effective with your February, 1973 payment of the above mortgages, the rate of interest will be rebated to 7-1/2%. The mortgage payment shall remain as originally contracted for.

Should you have any questions, please feel free to call me.

Very truly yours,

Robert A. Crowley

RAC/par

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

MORTGAGE LOAN CLOSING STATEMENT AND AUTHORIZATION TO DISBURSE FUNDS

LOCATION [illegible] ROCHAMBEAU AVE CRANSTON ZIP CODE _____ DATE 3/7/72

FIRE INSURANCE AMOUNT $ _____ AGENT _____ TEL NO _____

TITLE COMPANY SECURITY TITLE INS. ABSTRACT # _____ LOAN NO _____

MONTHLY PAYMENT		BUYERS FUNDS	RECEIPT NO	SALE PRICE ADJUSTMENTS	DEDUCT	ADD
Principal & Interest		Credit Principal:				
		Interest to 1st of Month		Selling Price	*******	25,400.00
		FHA Premium 2 Months		Deposit Paid	5,400.00	
		Fire ins 2 Months		Taxes Real Estate		
		Real Est. Taxes __ Months		Taxes Personal		
		Life Ins. A&S premium		Taxes Other		
TOTAL		Misc. Escrow		Water		
		Appraisal Fees		Sewer		
		Processing Fee		Fire Insurance		
		Area Charge		Rents	218.86	
		Recording Fees		2nd Mtg. to Seller		
		Origination Charge		Miscellaneous		
		Service Charge				
		Credit Report				
		Owners Title Policy				
		Other				
		Funding Fee (VA Only)				
		SUB TOTAL				
		Adjusted Sale Price	25,218.86	TOTALS		
		Less Mortgage		Less Total Deductions		
		Additional Funds Required		Adjusted Sale Price	24,361,35.21	
		Net funds due from Buyer				

SELLERS EXPENSES

		SELLERS FUNDS DISBURSEMENT	
State Realty Transfer Tax	275.85	*Carry Forward Sellers Expenses	5E7.17
Revenue Stamps		Commission	
Drawing Deeds	25.00	Taxes	
Drawing Releases		Taxes	
Out of State Service	26.62	Taxes	
Recording Charges	11.00	Water Bill	
Service Charges SELLERS LEGAL FEE	25.00	Sewer Bill	
Sellers Fees & B.T.		Mortgagee	
TOTAL	5E7.17	2nd Mortgage	
		Escrow Personal Prop. Taxes	
		TITLE INS POLICY	120.66
		Total Deducted	
		Net Balance Due	246.52.18E
		Special Instructions:	

EXAMINED AND APPROVED

Sellers _____ Mailing Address _____ Zip Code

Mortgagor Michael Citrone Billing and Mailing Address _____ Zip Code

In the name of 2/28/72
title to CREPE TRUST

Remarks _____

REVISED REV. 10/71

MONTHLY PAYMENT MORTGAGE NOTE 18-2559516

$ 292,000.00 Providence March 7, 1972

For value received, the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

at its office in Providence Rhode Island, the principal sum of Two Hundred Ninety-two Thousand ($292,000.00) Dollars with interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of eight per cent per annum. Said principal and interest is payable in successive monthly installments of $2,975.50 Dollars each, the first of such installments to be paid on April 7, 1972 and continuing until the 7th day of each month thereafter to and including March 7, 1997 when the balance of the principal and interest, if not sooner paid, shall be due and payable. In the event of default in the payment of any installment within ten (10) days after it shall have become due and payable, or in the event of any default in any covenant, agreement or provision contained or referred to in the mortgage securing this note, or in the event of the bankruptcy or insolvency of the undersigned, or if the undersigned is a corporation, or any act of such corporation, or any act of an officer or director thereof which leads to the reasonable belief that performance of any covenant, agreement, or provision of the aforementioned mortgage or of this note is or will be seriously endangered, or the sale or conveyance of the interest of the mortgagor in the property described in said mortgage, or if at any time in the sole opinion of the Bank the undersigned shall become unable to meet his debts as they mature, and of an oath, then in any such event the entire unpaid principal hereof, with accrued interest, shall at the option of the holder, become due and payable at once without notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of the holder to exercise the same in the event of any subsequent default. In the event of the exercise of the foregoing option, if any installment interest is not paid in full within fifteen (15) days thereafter, the undersigned shall pay to the holder thereof a late charge of 5% of the amount of such installment.

The said holder hereof at the time any one of said installments shall become due and payable to pay the same in full or to pay an amount equal to one or more of the principal payments next due hereunder to be applied at the holder's election on account of any installment of principal or interest or any other indebtedness arising in connection with this note or the mortgage securing the same; provided however that the holder shall be entitled to receive a premium equal to a specified percentage of the amount prepaid in accordance with the following schedule:

Prepayment Before	Premium	Prepayment Before	Premium
March 7, 1977	5 %		%
	%		%
	%		%

The undersigned shall remain ordinarily liable on this promissory note and the mortgage given to secure the same notwithstanding, unaffected by any alteration of the mortgaged property, by any agreement or transaction between the holder hereof and any owner as to payment of principal, interest or other moneys, by any forbearance or extension of time of payment or assignment by others or by any other matter, as to all of which notice is hereby waived by the undersigned. The undersigned agrees to pay all costs and attorney's fees incurred in any action to collect this note or to foreclose the mortgage securing the same.

IN PRESENCE OF:

Michael C. Silvestro
In his capacity as Trustee
u/i/t dated 2/23/72 called the
CIMPU TRUST

MG 24 266

THIS NOTE IS SECURED BY A MORTGAGE

MONTHLY PAYMENT MORTGAGE NOTE

$255,000.00 Providence ,R.I March 7, 1972

For value received the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

or order, at its Main *office in* Providence *, Rhode Island the* *principal sum of* Two Hundred Fifty Five Thousand ($255,000.00) *Dollars* *with* *interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of* eight *per* *centum per annum said sums to be paid in equal successive monthly installments of* $2,137.00 *each commencing on* April 7, 1972 *and continuing until the* 7th *day of* March 1992 *when the balance of the principal and interest if not sooner paid shall be due and* *payable. In the event of default in the payment of any installment within ten (10) days after it shall become due or* *default in the performance of any covenant, agreement or provision contained or referred to in the mortgage securing* *this note for a period of thirty (30) days, the bankruptcy or insolvency of the undersigned or if the Mortgagor be a* *corporation any material change in the ownership of such corporation, or any act of an officer or director of the* *Mortgagor be reasonably believed that performance of any covenant, agreement, or provision of the aforesaid* *note and mortgage by the Mortgagor is or will be seriously impaired, or the sale or conveyance of the mortgaged* *property in the event it is a trust, or if at any time in the sole opinion of the Bank the security afforded by the* *mortgage on the property described in said mortgage, or if at any time in the sole opinion of the Bank the Mortgagor* *fails to maintain Industrial as its principal bank of deposit, then in any such event the entire unpaid principal balance and* *all accrued interest shall at the option of the holder become due and payable at once without notice. Failure to exercise* *such option shall not constitute a waiver of the right of the holder to exercise the same in the event of any subsequent* *default. In the event this note is not paid within fifteen (15) days after the same becomes due and payable, or* *within fifteen (15) days thereafter, the undersigned shall pay to the holder hereof a late charge of 5% of the* *amount of such installment*

The maker and reserves the right at the time any and each installments shall become due and payable at *the rate in effect at such time to convert any amount equal to one or more of the principal payments next due hereunder to be applied by* *the holder either on account of any installment of principal or interest or any other liability to the holder with* *or without the consent of the maker, provided however that the holder shall be entitled to receive a* *premium equal to a specified percentage of the amount prepaid in accordance with the following schedule*

Prepayment between	*Premium*	*Prepayment Before*	*Premium*
March 7, 1977	5 %		%
	%		%
	%		%

The undersigned shall remain primarily liable on this promissory note and the mortgage given to secure the same *until full payment or satisfaction of any alienation of the mortgaged property by any manner or transaction* *the performance of any of the terms of payment of principal interest or other moneys by any subsequent owner of* *time to time of said property by any deed or other instrument of conveyance of such property shall be* *assumed by such grantee and the undersigned shall pay all costs and attorneys fees incurred in any action to collect the note or to* *close the mortgage securing the same*

IN PRESENCE OF

Maple Realty Corp.
In his capacity as Trustee
u/d/t dated 3/7/72 and known as
CRGPC TRUST

THIS NOTE IS SECURED BY REAL ESTATE MORTGAGE

895

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into this 28th day of February, 1972, by and between FERNAND J. ST GERMAIN, of the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the SETTLOR, and MICHAEL A. ABATUNO, of the Town of North Providence, County of Providence, State of Rhode Island, hereinafter referred to as the TRUSTEE.

1. This Trust shall be known as the CREPE TRUST.

2. The SETTLOR does hereby transfer and deliver to the TRUSTEE the sum of Twenty-eight Thousand Seven Hundred Thirty-eight Dollars ($28,738.00) TO HAVE AND TO HOLD the same together with any additional sums or property which SETTLOR may add to the Trust Estate created herein, for the uses and purposes and on the terms and conditions herein set forth.

3. The TRUSTEE shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

(a) During the lifetime of the SETTLOR the TRUSTEE shall pay the SETTLOR as the sole beneficiary of the Trust the entire net income from the Trust Estate in convenient installments to said beneficiary or otherwise as said beneficiary may from time to time direct in writing, and the TRUSTEE shall also pay to said beneficiary such part or all of the principal of the Trust Estate as said beneficiary shall reque[illegible] from time to

002060

time in writing. If at any time or times said beneficiary is under a legal disability, by reason of illness, mental or physical, and is unable to properly manage his affairs, the TRUSTEE shall use the income and part or all of the principal of the Trust Estate as is necessary or advisable, in manner he deems best for the care, support, and comfort of the said beneficiary.

(b) In the event of the death of the said beneficiary, the TRUSTEE shall pay and distribute the principal of the Trust Estate, together with any undistributed income to the estate of said beneficiary.

4. The TRUSTEE shall have the following powers and discretions in addition to any conferred by law:

(a) To invest the Trust Estate in the acquisition of real estate situated at 1045 Reservoir Avenue, in the City of Cranston, Rhode Island, in the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), and real estate situated at 228 Meeting Street, in the City of Providence, Rhode Island, in the sum of Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00). Said SETTLOR has reviewed the Purchase Agreement and Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR

does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Master Lease in the name of the CREPE TRUST, created hereunder.

(b) Said TRUSTEE is further authorized, directed and empowered to execute the promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Fifty-two Thousand Eight Hundred Dollars ($252,800.00) in connection with the acquisition of the premises in the City of Cranston and an additional promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Ninety-nine Thousand Dollars ($299,000.00) in connection with the acquisition of the premises in the City of Providence.

(c) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said INDUSTRIAL NATIONAL BANK OF RHODE ISLAND mortgages to secure the promissory notes referred to in Paragraph (b), together with an Assignment of Rents, copy of which is annexed hereto, and ratified by the SETTLOR.

(d) The TRUSTEE is further authorized, directed and empowered to sell, exchange, lease, mortgage or improve any real estate comprising the Trust Estate, upon such terms as he may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments

002062

relating thereto. Any lease may be made for such period of time as the TRUSTEE may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing, and without the approval of any court.

(e) Said TRUSTEE is authorized and empowered to vote in person or by proxy upon securities which may be held by the said TRUSTEE and in such connection to delegate his discretionary powers.

5. TRUSTEE, without regard to any legal restrictions otherwise applicable to trustees, shall be entitled:

(a) To act in any jurisdiction, without bond or other surety to insure the faithful performance of his fiduciary duties.

(b) To rely upon any document or other paper, if believed by him to be genuine, and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction based thereon.

(c) To assume in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

(d) To continue to have or exercise after the

002063

termination of this trust, in whole or in part, and until the final distribution thereof, all the title, powers, discretion, rights, and duties conferred or imposed upon the Trustee by law or by this agreement during the existence of the Trust.

(e) To use his best judgment in exercising the powers, discretions, and rights conferred by this agreement or in performing the duties imposed upon the TRUSTEE by law and, in order to feel free in doing so, to be exempt from liability for any action taken or omitted in good faith.

(f) To employ agents, depositories, and lawyers, to delegate to them discretionary powers, if need be, and to compensate them for their services.

(g) To reimburse himself from the Trust Estate for all reasonable expenses incurred in the administration thereof..

(h) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(i) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, pledges, security agreements, transfers, or other changes affecting the Trust Estate held by him, and in such connection to delegate his discretionary powers and to pay for taxes, assessments, insurance, repairs, improvements

002064

as the same may become necessary and in the event the tenant under the Master Lease shall fail to attend to the same.

(j) To extend or modify the terms of a promissory note or mortgage; to protect or redeem any property from forfeiture for nonpayment of taxes or other liens; and generally to exercise as to such property all powers that an absolute owner might exercise.

(k) To retain any property acquired in connection with the foregoing provisions, whether or not such property shall be authorized by the laws of the State of Rhode Island, or of any other jurisdiction for trust investments.

(l) To make any division or distribution required by this Agreement in cash or in other property, real or personal, or partly in cash and partly in property.

(m) No person or corporation dealing with the TRUSTEE shall be required to investigate the TRUSTEE's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

6. The compensation of the TRUSTEE shall, during the lifetime of the beneficiary, be in such amount as is consented to and authorized by the beneficiary. In the event of the death of the beneficiary during the continuation of this Trust, or during any periods when the beneficiary is deemed incompetent and unable to manage his own affairs, the TRUSTEE shall be

002065

entitled to the same compensation to which the sole testamentary Trustee would be entitled under the laws of the State of Rhode Island, without judicial authorization.

7. This Trust has been accepted by the TRUSTEE in the State of Rhode Island and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of said State.

8. The SETTLOR-beneficiary may, from time to time by instrument signed, acknpwledged, and delivered to the TRUSTEE, modify, amend, or revoke, in whole or in part, this Indenture of Trust hereby created. To the extent thus revoked, the TRUSTEE shall deliver the trust estate, or any part thereof, in accordance with such amendment or revocation, upon receiving a proper receipt and release, and the TRUSTEE shall execute and deliver any instrument required to release all interest of the TRUSTEE in such property. No modification shall increase the TRUSTEE's obligations without his consent in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture of Trust the day and year above written.

Fernand J. St Germain, Settlor

Michael A. Abatuno, Trustee

International Industries, Inc.
Annual Report 1971

Table of Contents

Letter to Shareholders 2

Consolidated Balance Sheet 10

Consolidated Statement of
Retained Earnings (Deficit) 12

Consolidated Statement of Capital
in Excess of Par Value 12

Consolidated Statement of Operations 13

Consolidated Statement of Changes
in Financial Position 14

Notes to Consolidated Financial Statements . . 15

Officers and Directors 24

To Our Shareholders:

Chairman Al Lapin, Jr., and President Robert A. Memel at International Industries headquarters.

002075

Fiscal 1971, ended August 29, 197 was the company's most difficu and challenging year since its forr ation in 1958. Our rapid growth an expansion over the past severa years, external economic condition a new industry environment an the severe liquidity crisis experier ced by the company created cond tions demanding change. Your mar agement had to face the necessit of reassessing and revising many long-held business and operationa philosophies to be responsive tc these changed conditions.

Plagued by prolonged liquidity difficulties and a tight real estate fi nancing market, expansion pro grams were sharply curtailed. A re-evaluation of the company's pos ture led to a decision to cease fran chising and to convert from fran chise to company operations in most of the non-food operations. Bus inesses and assets no longer suited to our new operating posture were eliminated or marked for divesti ture. A significant reorganization of

the management structure was implemented, many operating companies were combined and many staff and support functions were consolidated. Intensified cost control and cost reduction programs were implemented.

The financial impact of these changes led to nonrecurring losses of $48,554,000 in fiscal year 1971. Additionally, the expenses of continuing operations, as reported in the Consolidated Statement of Operations, were burdened by $9,268,000 of nonrecurring charges.

During this critical period your company continued to receive the support of its major institutional lenders. As a result, a restructuring of $90 million in indebtedness was recently completed. Key elements of the agreement with the company's lender group of 21 domestic and foreign institutions were an extension in the maturity dates of approximately $32 million in notes to August 31, 1975, $25 million in notes to 1986 and the conversion of approximately $33 million of debt to equity.

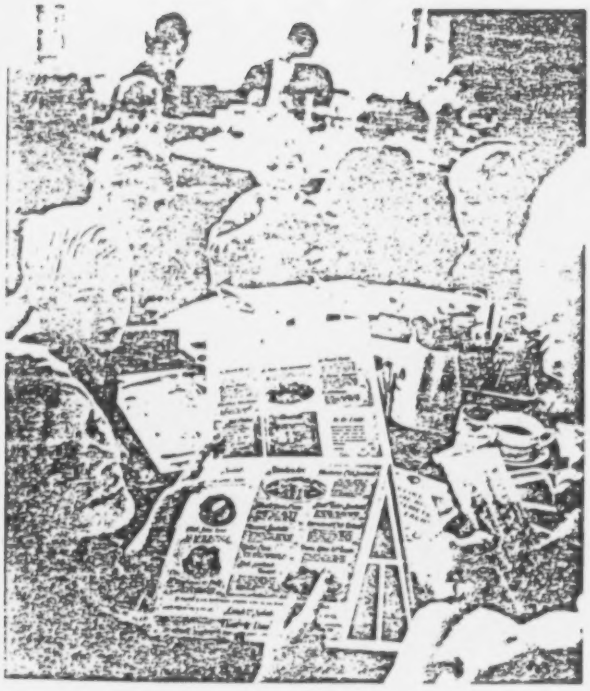
The debt restructuring has greatly strengthened the financial position of International Industries and is anticipated to have a significant positive effect on the company's goal of resuming profitability during fiscal 1972.

The details of the restructuring were reported in a special letter to shareholders in late October. The notes to the financial statements contained in this report give further detail concerning the restructuring program.

The company has designed its ongoing business plan and its organization for an early return to profitability, based on clearly identified profit opportunities measured by a stringent set of operating and financial criteria.

As a result of the application of these management standards, the company in the past fiscal year determined to divest operations that did not meet its criteria. Accordingly, the disposition of its interest in five companies has been completed. Several other companies are scheduled for divestiture at the earliest possible date commensurate with sound business practices.

Consolidation of division operations, wherever feasible, was achieved during the past fiscal year. In the Food Services Group, Love's Wood-Pit Barbecue Restaurants, the Original House of Pies, Orange Julius of America and Wil Wright's Ice Cream Shoppes were consolidated into a new division, Uniworld Foods, Inc. Many functions common to all, including marketing, real estate acquisition and field services, were combined and resultant savings in reduced personnel requirements and operating expenses were accomplished. In a related administrative move, all food service division accounting departments were consolidated to effect better financial control and reporting procedures, while at the same time producing cost savings. The company's



two Education Service divisions Sawyer Business Colleges and The Bryman Schools, were also combined into one operating entity in fiscal 1971. The full impact of the programs instituted in the past year will be reflected in fiscal 1972 results.

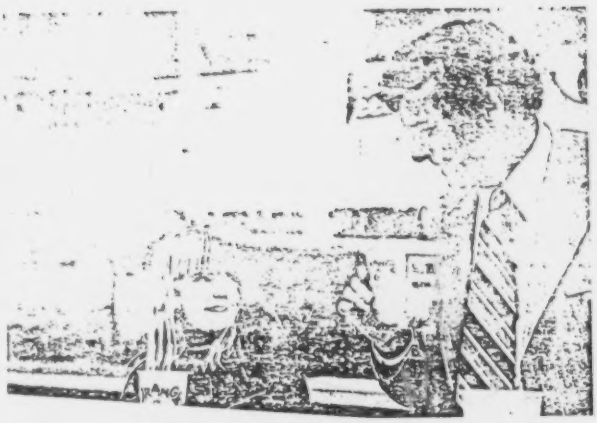
The company gained additional strength in management in 1971. Joe E. Davis joined International Industries as Vice President Finance and a member of the Board of Directors. The new corporate management team complements a reorganization in the operating divisions, where new executive strength was also infused.

The flagship of International Industries' companies, the International House of Pancakes, continued its sound growth in 1971, opening 17 new units and moving into two new states, Arkansas and Mississippi. The popular orange and blue family restaurant is now seen in 36 states and in Canada. At the end of fiscal 1971, there were 327 International House of Pancakes in opera-

...n with 30 more scheduled to ...en during the 1972 fiscal year.

For the first time, International House of Pancakes appeared in markets with less than 100,000 population. Volume exceeded expectations in the "new" cities of Asheville, North Carolina; Gulfport, Mississippi; Athens and Augusta, Georgia; Terra Haute, Indiana; Eugene, Oregon; Spokane, Washington; and Tuscaloosa, Alabama. The smaller markets offer a bright opportunity which International House of Pancakes is pursuing vigorously. Several new locations have been opened along major highways to attract travelers with equally promising results.

An emphasis on moderately priced dinner items brought new customers to International House of Pancakes in fiscal 1971. Volume moved upward across the country. International House of Pancakes now serves more than 60 million meals a year to its guests. From a marketing and merchandising stand-



point, a highly successful promotion program with the National Football League was launched at the International House of Pancakes to distribute miniature helmets of all 26 NFL teams to young customers.

A larger prototype building—seating 100 instead of the present 84 and including a semi-private meeting room—was designed in 1971 and will be tested in selected new restaurant sites during the current year.

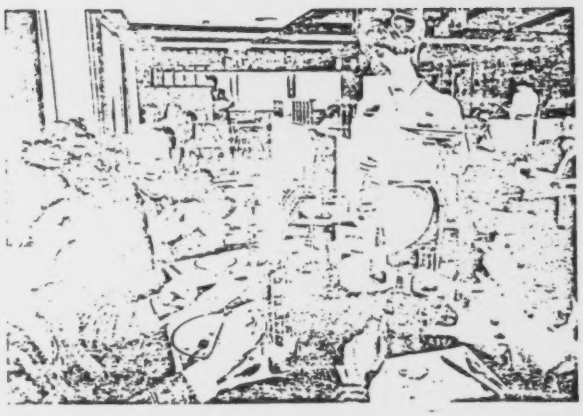
The new Uniworld Foods organization has enhanced the growth and profit potential of its component operations. The Original House of Pies was transformed in 1971 from a franchised chain of pie and coffee specialty restaurants to a

company-owned operation offerin full luncheon menus in most of it units. During the current year ac ditional cooking capacity was in stalled, and breakfast selection have been incorporated in som units. The result of these operatio al changes has caused a sales in crease and a repositioning of the Original House of Pies from a spe cialty bakery-coffee house to a for midable entry in the restaurant marketplace. Fifty-nine Original House of Pies units are now operat ing in California, Illinois, Oregon Washington, Nebraska, Iowa, Texas Colorado and Arizona, with new openings scheduled for Illinois in the 1972 fiscal year.

The franchise mode was continued for the growing Love's Wood-Pit Barbecue Restaurants in fiscal 1971 This long standing restaurant group which was acquired by Internation al Industries in 1970, continues to produce one of the highest average unit volume and profit levels in the restaurant business. Love's opened

new units in 1971 in California, Washington, Arizona and Nevada and encompassed a total of 37 restaurants at the end of last year. Additional Love's outlets are scheduled for construction in fiscal 1972 in Washington, Oregon, Nebraska and Texas with future expansion slated into New Mexico, Utah, Colorado and Illinois. Love's features cocktail service and a full luncheon and dinner menu oriented to the middle income family.

Orange Julius of America, with its marketing focus in regional shopping center malls, had 222 outlets at the end of fiscal 1971 in the United States, Mexico, the United Kingdom and Europe and plans to expand to the Far East and into South America. Orange Julius affords International Industries its initial vehicle for growth into foreign markets. Orange Julius' marketing approach was modified to a royalty licensing arrangement in fiscal 1971. Also during fiscal 1971 the company embarked on a test program



of full-service snack bars featuring Orange Julius. Called "Gazeebos," the new units resemble European sidewalk cafes and are located in areas of heavy pedestrian traffic.

The company-owned Wil Wright's Ice Cream Shoppes serve as a focal point for expanding Wil Wright's ice creams and European ices into new markets. In fiscal 1972 using a licensing method of distribution, the company has selected specialty stores and supermarkets as the primary business targets for Wil Wright's products.

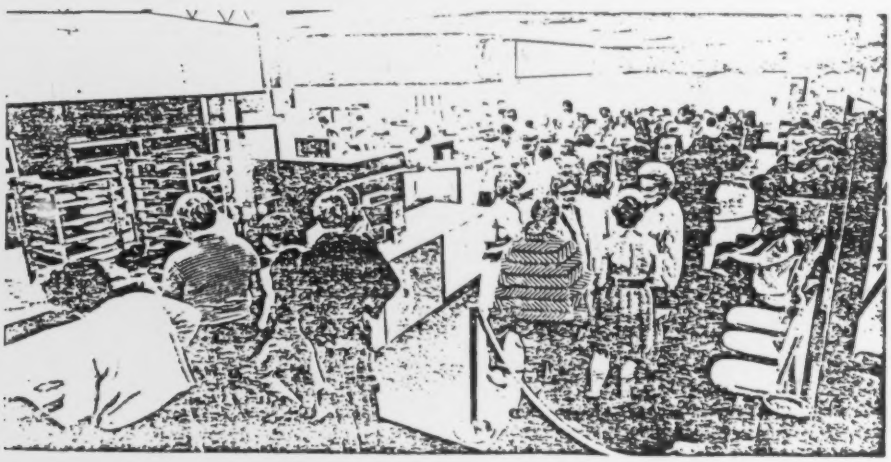
Following the close of fiscal 1971, the Master Hosts membership system and the company-owned Jack Spence Master Hosts Inn in Nashville, Tenn. were sold. Now operating under the Master Hosts International aegis are the Copper-Penny

Coffee Shops, The Santa Ynez Inn in Pacific Palisades, California, and the International Inn, near San Francisco International Airport. The 50-unit Copper Penny Family Coffee Shops concentrated expansion in 1971 in the Florida, New York and Chicago-Milwaukee areas.

In fiscal 1971 International Industries' Retail and Education Services underwent a major change in its operating method of distribution.

The Bryman Schools for medical and dental assistants and the Sawyer Business Colleges began their transition during fiscal 1971 from franchised to company-owned operations. With the increase in company operations, the schools have been repositioned for growth and expansion of enrollments in fiscal 1972.

United Rent-All reported an increase in its Military Rent-All operation and an expansion of merchandise at its civilian outlets. A truck rental program was instituted in cooperation with Hertz Corporation.



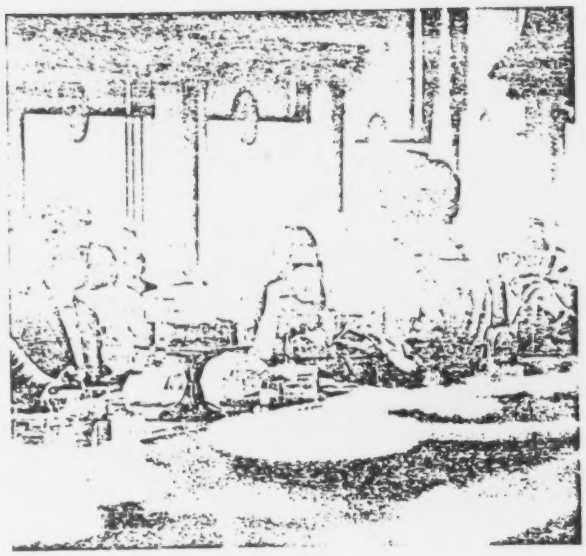
The strength of our food services companies is especially gratifying. Much has been done in the past year to posture your company for a resumption of profitable operations. Management believes that the internal factors responsible for the loss during fiscal 1971 are not present in the current year thus greatly enhancing the company's profit potential for 1972 and the years ahead.

As International Industries moves into the 1972 fiscal year, operating results are validating the actions taken by your management. With the continued loyal support of our employees, retail operators and shareholders, we are confident of success.

Respectfully submitted,

AL LAPIN, JR.
Chairman of the Board

ROBERT A. MEMEL
President



002082

International Indust[illegible] Inc. and Subsidiaries

Consolidated Balance Sheet

Assets	August 29, 1971		August 30, 1970 (Reclassified)	
CURRENT ASSETS				
Cash	$ 3,787,000		$ 5,707,000	
Short-term investments, at cost which approximates market	405,000		2,543,000	
Receivables				
Trade (net of allowance for doubtful accounts of $1,990,000 in 1971 and $330,000 in 1970)	13,273,000		15,057,000	
Equipment lease contracts (net of deferred interest of $2,463,000 in 1971 and $3,180,000 in 1970) (Note 3)	1,780,000		1,839,000	
Estimated recoveries of prior years' Federal income tax	1,600,000		344,000	
Real estate held for sale (Note 4)	10,304,000		37,820,000	
Inventories (Note 5)	6,525,000		11,064,000	
Prepaid expenses and other current assets	1,696,000		1,517,000	
Total Current Assets		$ 39,370,000		$ 75,891,000
FRANCHISE FEES RECEIVABLE (Note 3)		10,122,000		23,713,000
EQUIPMENT LEASE CONTRACTS RECEIVABLE (net of deferred interest of $21,296,000 in 1971 and $26,431,000 in 1970) (Note 3)		30,903,000		41,974,000
PROPERTY, EQUIPMENT AND IMPROVEMENTS, at cost				
Land and buildings	12,829,000		5,439,000	
Equipment and fixtures	13,746,000		7,843,000	
Leasehold improvements	16,207,000		17,516,000	
	42,782,000		30,798,000	
Less accumulated depreciation and amortization	5,711,000		3,936,000	
		37,071,000		26,862,000
REAL ESTATE HELD FOR SALE (Note 4)		20,200,000		—
OTHER ASSETS				
Net assets of discontinued businesses (Note 2)	2,527,000		33,156,000	
Excess of cost over net assets of businesses purchased (Note 2)	17,579,000		7,768,000	
Trademarks, formulae, deferred costs and expenses	3,874,000		6,374,000	
Investments, primarily land and notes	10,931,000		12,887,000	
		34,911,000		60,185,000
TOTAL ASSETS		$172,577,000		$228,625,000

The accompanying notes are an integral part of these financial statements.

Liabilities and Shareholders' Equity	August 29, 1971		August 30, 1970	
CURRENT LIABILITIES				
Current maturities of long-term debt (Notes 1 and 6)	$12,568,000		$27,587,000	
Accounts payable and accrued expenses	14,027,000		15,082,000	
Income taxes payable including deferred of $1,039,000	—		1,762,000	
Other current liabilities	926,000		1,798,000	
Total Current Liabilities		$ 27,521,000		$ 46,229,000
LONG-TERM DEBT (less current maturities) (Notes 1 and 6)		69,552,000		60,557,000
SUBORDINATED DEBT (Note 6)		5,383,000		5,383,000
DEFERRED CREDITS				
Deferred franchise fee income (net of deferred costs of $1,383,000 in 1971 and $6,834,000 in 1970) (Note 3)	1,750,000		9,285,000	
Deferred income taxes (Note 7)	—		8,980,000	
Other	1,643,000		408,000	
Total Deferred Credits		3,393,000		18,763,000
MINORITY INTERESTS		3,800,000		4,408,000
COMMITMENTS AND CONTINGENT LIABILITIES (Note 11)				
SHAREHOLDERS' EQUITY				
Preference stock, $1 par value, issuable in series, authorized 5,000,000 shares (Note 8)				
Series A $1.70 Cumulative Convertible; outstanding 1,085,700 shares in 1971 and 1,086,305 shares in 1970 (liquidation preference of $43,596,000)	1,086,000		1,086,000	
Series L Junior Convertible; outstanding 165,000 shares in 1971 and 1970 (liquidation preference of $5,701,000	165,000		165,000	
Common stock, $1 par value, authorized 25,000,000 shares; outstanding 5,298,038 shares in 1971 and 5,280,038 shares in 1970 (Note 9)	5,298,000		5,280,000	
Series B Preference and common stock to be issued in exchange for debt (Notes 1 and 8)	32,731,000		—	
Capital in excess of par value	66,542,000		66,462,000	
Retained earnings (deficit)	(42,896,000)		20,292,000	
Total Shareholders' Equity		62,926,000		93,285,000
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		$172,577,000		$228,625,000

International Indust[illegible] Inc. and Subsidiaries
Consolidated Statement of Retained Earnings (Deficit)

	Year Ended	
	August 29, 1971	*August 30, 1970*
BALANCE AT BEGINNING YEAR	$ 20,292,000	$14,338,000
Net income (loss)	(62,572,000)	8,612,000
Dividends paid on Series A Preference Stock	(616,000)	(1,868,000)
Dividends paid by pooled company prior to acquisition	—	(737,000)
Deficit of pooled company not restated	—	(53,000)
BALANCE AT END OF YEAR	$(42,896,000)	$20,292,000

Consolidated Statement of Capital in Excess of Par Value

	Year Ended	
	August 29, 1971	*August 30, 1970*
BALANCE AT BEGINNING OF YEAR	$ 66,462,000	$65,630,000
Excess of proceeds over par value of shares issued (17,208 in 1971 and 35,303 in 1970) upon exercise of warrants, issuance of bonuses and exercise of stock options	80,000	290,000
Excess of par value of common shares issued (792 in 1971 and 171,472 in 1970) over par value of shares of Series A Preference Stock converted (605 in 1971 and 130,908 in 1970)	—	(41,000)
Federal income tax benefit of loss carry forward incurred by a subsidiary prior to acquisition	—	238,000
Fair market value of warrants issued in connection with loan and warrant agreement	—	245,000
Acquisition of pooled company not restated	—	64,000
Other	—	36,000
BALANCE AT END OF YEAR	$ 66,542,000	$66,462,000

The accompanying notes are an integral part of these financial statements.

...rnational Industries, Inc. and Subsidiaries
...nsolidated Statement of Operations (Note 2)

	Year Ended	
	August 29, 1971	August 30, 1970
		(Restated)
REVENUES		
FRANCHISE OPERATIONS		
Sales of franchises	$ 3,082,000	$ 5,519,000
Profit on equipment lease contracts	1,352,000	6,733,000
Merchandise sales to franchisees	7,325,000	6,800,000
Rents, interest and other franchise revenues	20,599,000	15,903,000
	$ 32,358,000	$ 34,955,000
COMPANY OPERATIONS		
Sales	23,819,000	$15,254,000
Tuition, rental and other	3,854,000	1,659,000
	27,673,000	16,913,000
Interest, dividends and other	1,472,000	2,522,000
Total Revenues	61,503,000	54,390,000
COSTS AND EXPENSES		
Cost of merchandise and company sales	14,319,000	10,118,000
Operating	35,832,000	17,340,000
Selling, general and administrative	16,203,000	6,625,000
Depreciation and amortization	3,443,000	1,491,000
Interest	8,276,000	4,495,000
Provision for (reduction of) Federal income tax including deferred of ($2,549,000) in 1971 and $4,178,000 in 1970)	(2,549,000)	6,354,000
Total Costs and Expenses	75,521,000	46,432,000
INCOME (LOSS) FROM CONTINUING OPERATIONS	(14,018,000)	8,258,000
INCOME (LOSS) FROM DISCONTINUED OPERATIONS, net of deferred income taxes of ($2,238,000) in 1971 and $733,000 in 1970	(12,307,000)	952,000
EXTRAORDINARY LOSSES, less applicable Federal income tax	(36,247,000)	(598,000)
NET INCOME (LOSS)	$(62,572,000)	$ 8,612,000
INCOME (LOSS) PER SHARE (Note 10)		
Income (loss) from continuing operations	$(3.00)	$ 1.20
Income (loss) from discontinued operations	(2.32)	.14
Extraordinary losses	(6.86)	(.09)
Net income (loss)	$(12.18)	$ 1.25

The accompanying notes are an integral part of these consolidated statements.

International Indus[illegible], Inc. and Subsidiaries
Consolidated Statement of Changes in Financial Position

	Year Ended	
	August 29, 1971	August 30, 1970 (Restated)
Working capital at beginning of year	$ 29,662,000	$ 45,832,000
Source and (use) of funds from operations		
Income (loss) from continuing operations	(14,018,000)	8,258,000
Deferred income tax	(8,980,000)	3,567,000
Depreciation and amortization (substantially on the straight-line method)	3,443,000	1,494,000
Working capital provided from (used in) operations, exclusive of discontinued operations and extraordinary losses	(19,555,000)	13,319,000
Income (loss) from discontinued operations and extraordinary items	(48,554,000)	354,000
(Increase) decrease in net assets of discontinued businesses	30,629,000	(20,028,000)
Proceeds from long-term debt, net of payments	8,995,000	47,218,000
Series B Preference and Common Stock to be issued in exchange for debt	32,731,000	—
Proceeds from options, warrants and issuance of bonuses	98,000	325,000
Additions to property, equipment and improvements	(13,652,000)	(15,695,000)
Dividends paid on Series A Preference Stock	(616,000)	(1,568,000)
(Increase) decrease in franchise fees receivable, net of deferred franchise fee income	6,056,000	(16,190,000)
(Increase) decrease in equipment lease contracts receivable	11,071,000	(20,322,000)
Real estate held for sale reclassified from current assets	(20,200,000)	—
(Increase) in excess of cost over net assets of businesses purchased	(9,811,000)	(3,264,000)
(Increase) decrease in deferred costs and investments	4,456,000	(408,000)
Other	539,000	389,000
(Decrease) in working capital	(17,813,000)	(16,170,000)
Working capital at end of year	$ 11,849,000	$ 29,662,000
(Decrease) in working capital comprised of:		
Increase (decrease) in current assets—		
Cash	$(1,920,000)	$ 2,791,000
Short-term investments	(2,138,000)	(30,709,000)
Receivables	(587,000)	(1,324,000)
Real estate held for sale	(27,516,000)	29,187,000
Inventories	(4,539,000)	7,990,000
Prepaid expenses and other	179,000	1,009,000
Total current assets	(36,521,000)	8,944,000
(Increase) decrease in current liabilities—		
Current maturities of long-term debt	15,019,000	(14,297,000)
Accounts payable and accrued expenses	1,055,000	(10,485,000)
Income taxes	1,762,000	925,000
Other	872,000	[illegible]
Total current liabilities	18,708,000	[illegible]
	$(17,813,000)	$ 16,170,000

The accompanying notes are an integral part of these financial statements.

Restructure of Indebtedness

In May of 1970 the Company entered into a Loan Agreement with six commercial banks providing for revolving lines of credit. On December 3, 1970, the banks and certain other lenders agreed to amend the Loan Agreement and restructure certain unsecured indebtedness of the Company. The financial statements at August 30, 1970 gave effect to such debt restructure.

On March 24, 1971, the Company entered into a new Credit Agreement with its major lenders which provided for the extension of maturities of certain of the Company's indebtedness, conversion of certain accrued interest to notes, and the establishment of relative priorities of payment among the lenders. As part of the March 24, 1971 transaction, the Company entered into a Security Agreement, which granted the lenders a security interest in its assets to secure the payment and performance of the Company's obligations to such lenders.

Under the terms of the March 24, 1971 Credit Agreement, the Company issued its promissory notes in series with annual interest rates substantially at the prime rate or above. Such series notes aggregated $88,920,000 at August 29, 1971, of which $29,755,000 was due either on demand or on dates between February 28, 1972 and August 31, 1974; $7,654,000 was due on February 28, 1973; and $51,511,000 was due on August 31, 1974.

A First Supplement to Credit Agreement dated November 19, 1971, became effective as of August 29, 1971 pursuant to which the previously issued series notes and accrued interest aggregating $90,455,000 will be exchanged for the following:

DEBT	
$32,724,000	of Series Promissory Notes with interest at the prime rate or above of which $2,000,000 is due on demand and the balance matures on August 31, 1975;
5,621,000	of Convertible Notes due August 31,1986, with interest at 75% of the prime rate until August 31, 1975, 7% until August 31, 1977 and 8½% thereafter. Interest accruing from August 30, 1971 is payable on October 31, 1973 and semi-annually thereafter;
19,379,000	of Sinking Fund Notes, of which $785,000 represents accrued interest, with interest rates and payment provisions the same as the Convertible Notes, $3,000,000 of which is payable on demand and $16,379,000 is due on August 31, 1986;
$57,724,000	
EQUITY	
31,981,000	of Series B Preference Stock, $14 stated value; authorized, 2,284,353 shares, to be issued 2,284,353 shares;
750,000	of Common Stock, $1 par value, 250,000 shares to be issued in payment of $750,000 of accrued interest.
32,731,000	
$90,455,000	

Such debt and equity is classified in the balance sheet as of August 29, 1971 in accordance with the terms of the First Supplement to Credit Agreement.

Any events of default which may have occurred prior to November 19, 1971 have been waived by the lenders.

Under the terms of the Series Promissory Notes Convertible Notes and Sinking Fund Notes, the provisions of the March 24, 1971 Credit Agreement and Security Agreement continue in force. Such notes and the Series B Preference Stock may be redeemed in whole or in part at any time prior to maturity. The notes and the Series B Preference Stock are entitled to the benefits of a contingent sinking fund which provides that proceeds from the sale of certain assets, the sale of securities and certain excess cash flow shall be used to redeem the Series Promissory Notes, the Series B Preference Stock (to the extent permitted by the provisions of the Company's 6% subordinated debentures and Series A Preference Stock), the Sinking Fund Notes and finally the Convertible Notes, in that order.

The Convertible Notes are convertible at any time prior to maturity or redemption into an aggregate of 10.25% of the sum of common shares outstanding and common shares reserved for issuance at the time of such conversion. At the present time the conversion price is $7 per share which would result in the issuance of 803,015 shares if all of the notes were converted. Further, a maximum of $3,789,709 of the Sinking Fund Notes may become convertible into a maximum of 541,386 shares of common stock to the extent that the Series B Preference Stock has not been redeemed on or before March 31, 1976, with a pro rata reduction in such convertibility to the extent there has been partial redemption of the Series B Preference Stock on or before March 31, 1976.

The Convertible Notes and the Sinking Fund Notes impose certain restrictions which include the following: the Company cannot, without prior consent, issue any common stock or securities convertible into common stock except for those commitments outstanding at August 29, 1971, including common shares reserved for issuance under the First Supplement to Credit Agreement (see Note 9), nor can it declare or pay any dividends or make any distributions on any of its capital stock except for dividends on its Series A and B Preference Stock and stock dividends, nor can it acquire any capital stock except the Series B Preference Stock.

See Note 8 of notes to financial statements for a description of the Series B Preference Stock.

2. Discontinued Operations and Basis of Presentation

During the year ended August 29, 1971, the Company discontinued the franchise method of operation in a number of its companies and repurchased certain franchises in such companies with the intention of either operating them as Company units or closing them. The cost of repurchasing such franchises in excess of the cost of the tangible assets acquired ($9,811,000) has been included under the caption "excess of cost over net assets of businesses purchased" in the case of profitable units and is being amortized over the

remaining life of the property lease, and has been charged to operations in the case of unprofitable units. In addition, the Company has provided for estimated losses to be incurred in acquiring those unprofitable units not yet repurchased at August 29, 1971. The aggregate loss on the discontinuance of the franchise method of operation was $21,114,000.

During the fiscal year, the Company decided to sell or abandon its investments in a number of unprofitable companies. In connection therewith, the Company has instituted and is continuing a program of evaluation of the operations of certain of its businesses with the intention of disposing of those businesses which do not indicate a reasonable return on investment. As a result of this program, it disposed of its investments in five companies at an aggregate loss of $10,726,000 and established estimated provisions for losses to be incurred in connection with the proposed divestiture of certain additional operations.

The combined loss on the discontinuance of franchise operations and the divestiture of certain companies aggregated $36,247,000, net of deferred tax credits of $6,593,000, and has been reflected as an extraordinary loss in the accompanying statement of operations.

The accompanying financial statements include on a consolidated basis the accounts of the Company and its subsidiaries except for those companies which have been or will be sold or abandoned. The accompanying balance sheet reflects the Company's investment in such companies at its equity in their underlying net assets reduced by the estimated provisions for losses to be incurred in connection with such divestiture. The accompanying consolidated statement of operations reflects the operations of the discontinued franchise activities and the operations of divested and to be divested companies as "income (loss) from discontinued operations" for the periods prior to the dates of the Company's decisions as to discontinuance and/or divestiture and thereafter as "extraordinary losses." Revenues from such discontinued operations amounted to $28,233,000 in 1971 and $42,329,000 in 1970.

Of the amount included in excess of cost over net assets of businesses purchased in the accompanying balance sheet, $7,768,000 is not being amortized since, in the opinion of the Company, there is no evidence of limited life of this asset.

Extraordinary items incurred during the year ended August 30, 1970 are comprised of a net gain on sale of two companies ($1,050,000), losses incurred in connection with the abandonment of six businesses ($1,787,000), the sale of certain marketable securities, ($427,000) (in each case net of applicable Federal income taxes aggregating $4,504,000) and Federal income tax benefit of $566,000 relating to available operating loss carry forwards.

The financial statements for the year ended August 30, 1970 have been reclassified to conform to the current year's presentation.

3. Accounting for Franchise Fees and Equipment Lease Contracts

Upon the signing of a franchise agreement, the Company records the cash and note received in payment of the franchise fee as deferred income. Related costs and expenses, not in excess of the franchise fee, are deferred and recorded as a reduction of deferred income until the franchised unit is opened, at which time, the Company reports franchise fee income and related costs and expenses in its consolidated statement of operations. The franchise notes are substantially due in installments over ten years.

Equipment is leased to franchisees for the life of the franchise agreement, generally 15 to 20 years. Such lease contracts are accounted for under the "finance method." The portion of the total lease payment which represents profit on the sale of equipment is reported as income in the year in which the franchised unit is opened; the portion which represents imputed interest is deferred and reported as income over the life of the lease.

4. Real Estate Held for Sale

Real estate held for sale is comprised of retail operating units. Historically, the Company has financed the acquisition of such units through build-to-suit and sale and leaseback transactions with investors and has subleased the properties to franchisees at aggregate rentals in excess of those paid by the Company.

Real estate taxes and interest incurred during construction are capitalized. After construction is complete, rentals received from franchisees in connection with operating units are recorded as income; depreciation and real estate carrying costs are charged against income until such time as a sale and leaseback agreement is consummated.

The Company intends to sell such real estate substantially at cost under sale and leaseback agreements. In the opinion of management, the economic and money market conditions which in fiscal 1971 seriously affected the Company's ability to dispose of such real estate within the year may continue. For this reason only that portion of the real estate held for sale which the Company believes can be disposed during fiscal 1972 has been classified as a current asset.

5. Inventories

Inventories which consist of reacquired franchises related to continuing franchise operations, equipment held for resale ($3,446,000, 1971 and $6,776,000 1970) and merchandise and supplies $3,079,000, 1971 and $4,288,000, 1970) are stated at the lower of cost or market, on a first-in, first-out basis. The carrying value of reacquired franchises and equipment held for resale represents the uncollected balances of franchisee receivables and costs of reacquisition, which amounts do not exceed estimated resale value.

6. *Long-Term and Subordinated Debt*

	August 29, 1971			August 30, 1970
	Due Within One Year	Due After One Year	Total	
Long-term debt is summarized as follows				
Notes payable to lenders under First Supplement to Credit Agreement (See Note 1)	$ 5,000,000	$52,724,000	$57,724,000	$70,952,000
5% to 10% unsecured notes payable principally to banks with latest maturity in 1979	950,000	315,000	1,265,000	497,000
4½% to 7% notes payable related to acquisitions due in various installments through 1985	998,000	3,478,000	4,476,000	5,191,000
4% to 14% mortgage loans payable, due in various installments through 1992	4,287,000	9,347,000	13,634,000	3,992,000
Other notes and contracts payable at various interest rates, due in installments through 1979	1,333,000	3,688,000	5,021,000	7,512,000
	$12,568,000	$69,552,000	$82,120,000	$88,144,000
Subordinated debt is summarized as follows				
6% Subordinated Debentures due January 1, 1987 with annual sinking fund requirements from 1976 to 1987	$ —	$ 3,833,000	$ 3,833,000	$ 3,833,000
5½% Subordinated notes due 1984, convertible into 24,615 common shares	—	1,550,000	1,550,000	1,550,000
	$ —	$ 5,383,000	$ 5,383,000	$ 5,383,000

7. *Income Taxes*

The Company has provided deferred Federal and state income taxes, to the extent tax benefits were available, in recognition of timing differences in reporting certain items of income and expense (principally franchise fees, equipment lease contracts and deferred costs) in the tax returns from amounts reported in the financial statements.

Previously provided net deferred income tax credits have been applied as a reduction of the loss reported in the accompanying financial statements.

The net operating loss carry forward for Federal income tax purposes estimated at approximately $37,000,000, expires in varying amounts during the ensuing five year period ending in 1976.

8. *Preference Stock*

The preference stock is issuable in series with such conversion, liquidation, redemption, voting and dividend rights as may be fixed by the Board of Directors in providing for the issuance thereof.

Each share of the first series, designated Series A $1.70 Cumulative Convertible Preference Stock is voting and is convertible into 1.31 shares of common stock or is redeemable at $100 per share from March 26, 1972 through March 26, 1973, at $75 per share from March 27, 1973 through March

26, 1974 and at $65 per share thereafter, plus accrued dividends in each case. In the event of involuntary liquidation, each share would receive $38.88 plus accrued dividends. At August 29, 1971, the Company has reserved 1,422,267 shares of its common stock for conversion.

In the event that six or more quarterly dividends on the Series A Preference Stock are in arrears, in whole or in part, then the holders of all series of preference stock as to which there is then such an arrearage shall be entitled, voting as a separate class, to elect three members of the Board of Directors in addition to those then in office. Such right to elect three directors may be exercised until the dividends in arrears have either been paid in full or funds sufficient therefore set aside. At November 22, 1971, three quarterly dividends ($1,384,000) on the Series A Preference Stock are in arrears.

While any of the Series A Preference Stock shall be outstanding no dividend shall be paid or declared, nor shall any distribution be made on any junior stock of the Company (except in shares of the same class or series of junior stock of the Company), nor shall any shares of such stock be acquired by the Company or any of its subsidiaries (except shares acquired in settlement of a bona fide dispute with a shareholder) if, after giving effect to such dividend, distribution or acquisition, the aggregate payments for all such purposes would exceed the sum of $727,000.

The Series B Preference Stock is junior only to the Company's Series A Preference Stock, is non voting, is non-dividend bearing until October 1, 1976 at which time dividends accrue and are cumulative at the rate of 5% per annum ($.70 per share) and is non-convertible until March 31, 1976, at which time, unless it has been previously redeemed, it becomes convertible into a maximum of 34.75% of the sum of common shares outstanding and common shares reserved for issuance as of March 31, 1976. There are certain restrictions on the transferability of such preference stock until it becomes convertible.

In the event that six quarterly dividends on any series of preference stock are in arrears, then the holders of Series B Preference Stock shall be entitled to elect two members of the Board of Directors in addition to the then number of Directors until payment of arrearages is made or funds are set aside for payment.

In addition, the Company cannot, without prior consent, increase the authorized Preference Stock, $1 par value, issuable in series beyond the presently authorized 5,000,000 shares, nor can it authorize or issue shares of any class of capital stock which would rank on a parity with or above the Series B Preference Stock.

Commencing September 1, 1976, the Company is required to establish a mandatory sinking fund for the retirement of the Series B Preference Stock by annual payments sufficient to retire 285,545 of such preference shares each year to and including September 1, 1983.

In the event of involuntary liquidation, each share is entitled to receive $14.70 until September 1, 1976 and $14.00 plus accrued dividends thereafter.

002093

The series designated Series L Junior Convertible Preference Stock was issued in August, 1970. Each share has one vote and is convertible at any time into one share of common stock. On September 1, 1975, the Company is required to purchase all of the outstanding Series L Preference Stock not previously sold or converted at a price of $34.55 per share.

The Company is required to make semi-annual deposits to a sinking fund from February 28, 1974 to August 31, 1975 in the aggregate amount of $2,280,000 reduced by shares previously sold or converted. Prior to September 1, 1975 the Company may require the preferred shareholders to sell all or part of the Series L Preference Stock or convert such shares and sell the common stock into which such shares are convertible. The Company must pay to the selling shareholders the difference, if any, between the selling price and the greater of $34.55 per share or $2.00 less than the market value of the Company's common stock at that time, payable in cash if consummated prior to September 1, 1973 or in convertible promissory notes (at $34.55) if consummated after September 1, 1973. The Series L shareholders are entitled to a non-cumulative dividend of $1.00 per share before any cash dividends may be paid on common stock. If the Company has paid or set aside, in any fiscal year, a cash dividend of $1.00 per share on each of such shares, the Series L and common shareholders thereafter share additional dividends proportionately. In the event of involuntary liquidation, each share would receive $34.55.

9. *Common Stock*

Common stock reserved for issuance is summarized as follows:

	Shares Reserved at	
	August 29, 1971	*August 30, 1970*
Conversion of Series A Preference Stock	1,422,267	1,423,060
Conversion of Series B Preference Stock	4,568,706	—
Conversion of Series L Preference Stock	165,000	165,000
Contingent upon conversion of Series L Preference Stock	20,000	20,000
Convertible Notes	803,015	—
Sinking Fund Notes	541,356	—
Conversion of 5% Convertible Subordinated Promissory Notes	24,615	24,615
Warrant Agreements	119,382	124,123
Qualified and Non-Statutory stock option plans	273,218	311,351
	7,937,589	2,068,149

During the fiscal year 1971, the Company approved a Non-Statutory Stock Option Plan under the terms of which options may only be exercised in lieu of an identical, previously existing qualified option. Options are granted at not less than market value on the date of grant and expire five years after grant. No option may be granted to any person who owns stock of the Company possessing more than 5% of the combined voting power of all classes of issued voting

00209

21

stock. Generally, options granted become exercisable cumulatively to the extent of 40% of such options during the third year after grant, 20% in the fourth year, and 40% in the fifth year.

Following is a summary of the activity with respect to options during the years ended August 30, 1970 and August 29, 1971:

	Option Price Per Share	Outstanding	Exercisable	Available for Grant
At August 31, 1969	$2.33 to $52.63	175,910	19,780	81,728
Net increase authorized by shareholders	—	—	—	69,941
Granted	8.63 to 45.50	109,050	—	(109,050)
Became exercisable	2.72 to 51.00	—	57,613	—
Exercised	2.72 to 33.50	(16,228)	(16,228)	—
Cancelled	2.33 to 52.63	(27,599)	(831)	27,599
At August 30, 1970	2.72 to 51.00	241,133	60,334	70,218
Granted	7.75 to 12.25	41,000	—	(41,000)
Became exercisable	5.89 to 51.00	—	20,806	—
Exercised	2.72 to 12.53	(12,467)	(12,467)	—
Cancelled	5.89 to 51.00	(85,416)	(6,533)	59,750
At August 29, 1971	2.72 to 51.00	184,250	62,140	88,968

10. Income (Loss) Per Share

Loss per share for the year ended August 29, 1971 is based on the weighted average number of common shares outstanding during the year (5,287,000 common shares). Common equivalent shares have not been included in the computation of loss per share since such inclusion would be antidilutive. Income per share for the year ended August 30, 1970 is based on the weighted average number of common shares outstanding increased by the equivalent number of shares issuable upon conversion of preference stock and exercise of outstanding options and warrants (6,894,000 common and common equivalent shares).

11. Commitments and Contingent Liabilities

The Company is a defendant in a number of actions brought under Federal anti-trust laws by franchisees arising out of the routine operations of International House of Pancakes franchise restaurants. The court has recently declared such actions to be maintainable as class actions on behalf of all International House of Pancakes franchisees who elect to join therein. Such order does not constitute any expression of opinion by the court as to the merits of the actions, which in the opinion of counsel to the Company are without merit. At this date, it is not known how many additional franchisees, if any, will participate as plaintiffs in such actions

002095

Minimum annual rentals under leases in effect at August 29, 1971, approximate $13,500,000. Many of the leases require the Company to pay additional amounts based upon a percentage of the sales at the location, as well as property taxes, insurance and other charges. Such leases expire at various dates through 2048. Substantially all properties covered by such leases are subleased to franchisees for the full term of the Company's lease at rentals generally in excess of that paid by the Company.

At August 29, 1971, the Company has entered into contracts relating to the construction of restaurant or store sites aggregating approximately $400,000. In addition, the Company is committed to purchase approximately $800,000 of restaurant and store equipment. The Company is contingently liable for discounted notes and other obligations of approximately $4,300,000 at August 29, 1971.

MAIN LAFRENTZ & CO.
CERTIFIED PUBLIC ACCOUNTANTS

2600 WILSHIRE BOULEVARD
LOS ANGELES 90057

The Board of Directors and Shareholders,
International Industries, Inc.

We have examined the consolidated balance sheet of International Industries, Inc. and Subsidiaries as of August 29, 1971, and the related consolidated statements of operations, retained earnings (deficit), capital in excess of par value and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the consolidated financial position of International Industries, Inc. and Subsidiaries at August 29, 1971, and the consolidated results of their operations and changes in financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Main Lafrentz & Co.

002096

Los Angeles, California
November 22, 1971

OFFICERS

Al Lapin, Jr., *chairman of the board*
Robert A. Memel, *president*
Joe E. Davis, *vice president, finance*
Edward H. Resnick, *vice president, legal affairs*
James E. Wright, *vice president*
D. James Staas, *controller*

BOARD OF DIRECTORS

Al Lapin, Jr., *chairman, International Industries, Inc.*
Irving A. Bernstein, *attorney-at-law*
Phil David Fine, *attorney-at-law, chairman, Commonwealth National Bank, Boston*
Joe E. Davis, *vice president, finance, International Industries, Inc.*
Albert J. Kallis, *marketing consultant*
Irving A. Lapin, *director of music, National Broadcasting Company*
Robert A. Memel, *president, International Industries, Inc.*
Martin Perlberg, *vice president, RKO Stanley Warner Theaters*
Edward H. Resnick, *vice president, legal affairs, International Industries, Inc.*
Dr. John P. Shelton, *professor of finance, UCLA Graduate School of Business Administration*

GENERAL COUNSEL

Irving A. Bernstein, Beverly Hills, California

AUDITORS

Main Lafrentz & Co., Los Angeles, California

TRANSFER AGENTS

Security Pacific National Bank, Los Angeles, California
Chemical Bank, New York, N.Y.

REGISTRARS

Union Bank, Los Angeles, California
Manufacturers Hanover Trust Company, New York, N.Y.

002097

CORPORATE OFFICES

9808 Wilshire Boulevard, Beverly Hills, California 90212

Recommended
By
Loaning Officer

APPLICATION FOR MORTGAGE LOAN TO INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

[illegible] OFFICE

Commercial, Industrial, Investment or Residential – 5 or more living units.

REQUEST

Date [illegible] Amt. Requested [illegible]50.00 Rate [illegible]% Term 25 Maturity [illegible]
Endorsement ☑ yes ☐ no If yes, Name(s) [illegible]
Assignment of Rent ☐ yes ☐ no If yes, Tenant [illegible]
Amount [illegible] Expires [illegible]

APPLICANT

NAME OF APPLICANT THE CREPE TRUST ☑ Corporation ☐ Partnership ☐ Proprietorship

Officers: Ownership Interest
Pres. FERNAND J ST GERMAIN [illegible]% Secy. RACHEL M ST GERMAIN [illegible]%
Vice Pres. [illegible]% Treas. [illegible]%
On a proprietorship, delete titles.
Address of Applicant [illegible]

PURPOSE

Purpose of Loan [illegible]
Alterations Proposed [illegible]

Contractor [illegible] COST:
Address [illegible] Purchase Price of Land Yr. $ [illegible]
Contract Price of Bldg. Yr. $ [illegible]
Purchase Price of Prop. Yr. $ 267,320
TOTAL COST Yr. $ [illegible]

Source of Down Payment 40% = ($107,320.00)
Will there be secondary financing? Yes ☐ No ☐
If yes, Amount [illegible] Rate [illegible] Years [illegible] To whom [illegible]
Have you applied elsewhere? Yes ☐ No ☐
Required Annual Payments [illegible] Required Monthly Payments [illegible] 2439.00 P. I. & T.
References:
Bank [illegible]

PROPERTY

LOCATION [illegible]

Present Owner [illegible]
Address [illegible]
Present Mortgages on subject property:
First Held by [illegible]
Second Held by [illegible]

Directions to Property [illegible]

(TO BE COMPLETED BY INTERVIEWER)
General Description of Property [illegible]

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
9/2	2407	[illegible]	[illegible]	[illegible]

Water Public ☐ Well (Type) ☐
Sewerage Disposal Public ☐ Cesspool ☐ Septic tank ☐

Property Income:

	Week or Month	Year
1st floor	[illegible]	
2nd floor	[illegible]	
3rd floor		
store(s)	[illegible]	
Other	[illegible]	
TOTAL ANNUAL INCOME		$ [illegible]

Expenses

	Year
Taxes Assessed	
Fire insurance inc. E.C.	002098
Fuel	
Water	
Gas Electric	
Maintenance	
TOTAL ANNUAL EXPENSES	

May Be Inspected: Owner Broker Tel. No.
☐ Anytime ☐ Appointment Key at

I, we, agree to pay all costs of title examination and/or title insurance and to pay all closing costs. The terms and rate of any approved loan will expire [illegible] days from the date of commitment.

Location
Lot [illegible]

Signature [illegible]

money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale; and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power of substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple, and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses, incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid, and all premiums for insurance, and all other sums either theretofore paid by the mortgagee, or then remaining unpaid, rendering and paying the surplus of said purchase moneys, if any there be, over and above the amounts so to be retained as aforesaid, together with a true and particular account of such sale or sales, expenses and charges to the mortgagor, which sale or sales shall forever be a perpetual bar both in law and equity against the said mortgagor and all persons claiming said premises so sold by, from or under the mortgagor.

This mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors and assigns of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid,

releases to the mortgagee all rights of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 26th day of June, 1972

Executed in presence of

Michael A. Abatuno, Trustee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 26th day of June, 1972, before me personally appeared the above named Michael A. Abatuno, in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Notary Public

Recorded JUN 26 1972 at ... M

Witness ... City Clerk

CORPORATE ACKNOWLEDGMENT

002153

STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the part executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

KNOW ALL MEN BY THESE PRESENTS,

That MICHAEL A. ABATUNO of the Town of North Providence, County of Providence, State of Rhode Island, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST

whether one or more, hereinafter called the "mortgagor", in consideration of Two Hundred fifty-five Thousand ($255,000.00) Dollars to me paid by INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, a national banking association organized and existing under the laws of the United States of America, with its principal place of business in the City and County of Providence, in the State of Rhode Island, hereinafter called the "mortgagee", the receipt whereof is hereby acknowledged, does hereby grant to the mortgagee, its successors and assigns forever, to secure the payment of the principal and interest of a certain promissory note of the mortgagor of even date herewith and bearing the serial number hereof and hereinafter sometimes called the "note", the following described real estate:

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 on that plat entitled, "FOREST HILLS NO 2 CRANSTON, R. I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY, 1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

Said tract is bounded and described as follows: Beginning at a point in the southeasterly line of Knollwood Avenue 50 feet, more or less, southwesterly from the southwesterly line of Bridgton Road, said point of beginning being at the southwesterly corner of land now or lately of Automobile Club of Rhode Island and the northwesterly corner of the premises herein described, and running thence southeasterly bounding northeasterly on said last named land 200 feet to Reservoir Avenue; thence turning and running southwesterly bounding southeasterly on said Reservoir Avenue 100 feet to land now or lately of Joseph Goldstein et al; thence turning and running northwesterly bounding southwesterly in part on said Goldstein land and in part on land now or lately of Forest Hills Nurseries Inc. 200 feet to Knollwood Avenue; thence turning and running northeasterly bounding northwesterly on said Knollwood Avenue 100 feet to said Automobile Club of Rhode Island land and the point or place of beginning.

This mortgage is made subject to restrictions of record and taxes assessed December 31, 1971.

including all buildings and improvements thereon, or that may hereafter be erected thereon; together with the hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to, or used in connection with said real estate, all of which are hereinafter sometimes called the "premises".

TO HAVE AND TO HOLD the premises unto and to the use of the mortgagee, its successors and assigns, forever.

002154

The mortgagor hereby covenants and agrees with the mortgagee.

1. That the mortgagor is the true, sole and lawful owner of the premises; that the m[illegible] and possessed of the same in fee simple; that the same are free from all encumbrances e[illegible] mortgagor has good right, full power and lawful authority to sell and convey the sa[illegible]

2. That the mortgagee shall at all times hereafter peaceably and quietly have and e[illegible]

3. That the mortgagor will warrant and defend the same to the mortgagee foreve[illegible] and demands of all persons, except as aforesaid;

4. That the mortgagor, in case a sale shall be made under the power of sale here[illegible] request, execute, acknowledge and deliver to the purchaser or purchasers such deec[illegible] said sale as may be required;

5. That the mortgagor shall not cause or permit strip or waste;

6. That the mortgagor shall pay to the mortgagee all reasonable costs, fees and expe[illegible] counsel fees) suffered or incurred by the mortgagee in the enforcement, exercise or de[illegible] hereunder or in collecting the indebtedness hereby secured, and all taxes and assessme[illegible] assessed, imposed or constituting a lien upon the mortgage or upon the mortgagee in re[illegible] note or the mortgage debt, whether under statutes now in force or that may be hereafte[illegible] expended by the mortgagee in making any repairs to the premises which the mortgage[illegible] obligation so to do, may make in keeping the premises in good condition and repair, [illegible] secured by this mortgage and shall bear interest at the rate provided in the note upon [illegible] until payment thereof;

7. That the mortgagor shall keep and perform those additional covenants and [illegible] STATEMENT OF COVENANTS AND AGREEMENTS a copy thereof having this [illegible] the mortgagor, the receipt whereof is hereby acknowledged, the exact terms of which are recorded in said [illegible] in Mortgage Book , at page , and covenants and agreements being hereby incorporated by reference and made a part of this mortgage;

8. That no waiver, forebearance, extension of time or indulgence shown by the mortgagee to the mortgagor or any other person now or hereafter interested herein or in the premises or in the note with respect to any or any combination of conditions, covenants or agreements on the part of the mortgagor to be paid, performed or observed as set forth or referred to herein or in the note will affect the right of the mortgagee thereafter to require payment, performance or observance of the same or of any other covenant, condition or agreement;

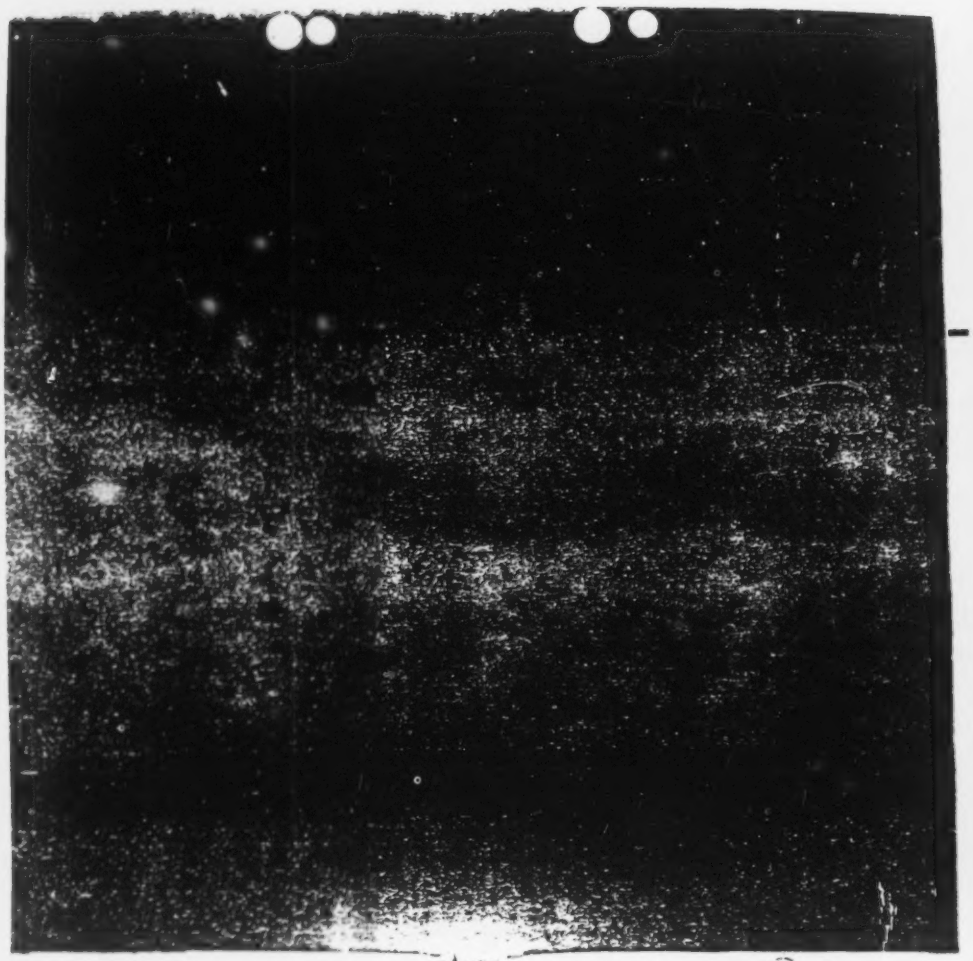
9. That if this instrument be signed by more than one party as mortgagor, the obligations created hereby shall be both joint and several;

10. That the mortgagor does hereby assign to the mortgagee all rents due or to become due in the future from the occupants of the premises, or any part thereof, on any existing or future lease or tenancy hereof, authorizing and appointing the mortgagee its true and lawful attorney, with full power of substitution and revocation, to sue for and collect the same at any time and from time to time when any default exists hereunder;

11. That the entire indebtedness shall become due and payable, at the option of the holder hereof, without notice, upon the alienation of the premises, or any part thereof, or upon the occurrence of any default described in the note;

12. PROVIDED, NEVERTHELESS, that if the mortgagor shall pay to the mortgagee the principal sum, together with interest, in the manner and at the time or times specified in the note, and shall pay, perform and observe all of the other covenants, agreements and conditions set forth herein or in the note on the part of the mortgagor to be paid, performed or observed, then this deed, as also the note, shall become and be absolutely void to all intents and purposes whatsoever.

13. BUT IF DEFAULT shall be made in the payment of the indebtedness secured hereby or any part thereof, or of the interest thereon, at the times and in the manner aforesaid, or of the taxes or assessments aforesaid as the same first become payable, or of any or either of them or of any part thereof, or if breach shall be made in any of the covenants contained in this mortgage or the note, then it shall be lawful for the mortgagee to sell, together or in parcels, all and singular the premises hereby granted, or intended to be granted, or any part or parts thereof, and the benefit and equity of redemption of the mortgagor therein at public auction upon the premises, or any part thereof, or elsewhere at the option of the mortgagee as described in the notice of sale, and to bid for and become the purchaser at any such sale, and no purchaser at such sale shall be answerable for the application of the purchase money, having first given notice of the time and place of sale by publishing notice of the time and place of said sale once each week for three successive weeks in some newspaper published in the county in which the premises are located or alternatively in a newspaper published in the City of Providence, Rhode Island, with power to adjourn such sale from time to time, provided that the publication of notice shall be continued, together with notice of the adjournment or adjournments, at least once each week in the same newspaper, and by mailing by regular mail addressed to the mortgagor in care of the premises, notice of the time and place of said sale not less than twenty (20) days prior to the date specified in the published notice of sale, and in the mortgagor's own name or names, or as the attorney or attorneys of the said mortgagor (for that purpose by these presents duly authorized and appointed with full power or substitution and revocation) to make, execute and deliver to the purchaser or purchasers at such sale or sales, good and sufficient deed or deeds of the premises sold in fee simple; and to receive the purchase moneys, and therefrom to retain all sums hereby secured, whether then payable or to become payable thereafter, or the part thereof then remaining unpaid, and also the interest then due on the same, together with all expenses incident to such sale or sales and the distribution of the proceeds thereof, and all counsel fees and other expenses incurred in, or in any way connected with the exercise of these powers, and all taxes and assessments as aforesaid,



Recording Mr. Fred Patel
Instructions and Record 002156

Run Title To _____

File Number _____
Location Croydon
Name Crepe

RECORD THE FOLLOWING:

Date Recorded 4-10-73
Correction & Mtg. Time 1.02 pm
Time
Time
Time

STAMPS: AMOUNT _____ Check No. _____
RECORDING: AMOUNT 6.00 Check No. 2168
INSTRUCTIONS change returned

AGREEMENT

WHEREAS the undersigned has executed and delivered to Industrial National Bank of Rhode Island, hereinafter called the "Bank", a real estate mortgage dated March 7, 1972 and recorded in the Records of Land Evidence or the Records of Real Estate Mortgages of the City of Cranston in Book 389 at page 925; and

WHEREAS said real estate mortgage contained a reference to a STATEMENT OF COVENANTS AND AGREEMENTS; and

WHEREAS said mortgage should have recited that the exact terms of said STATEMENT OF COVENANTS AND AGREEMENTS are on record in said Cranston in Mortgage Book 272 at page 105;

NOW THEREFORE in consideration of the mortgage loan by the Bank to the undersigned and for other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned agrees that the said STATEMENT OF COVENANTS AND AGREEMENTS on record in said Cranston in Mortgage Book 272 at page 105 are the Covenants and Agreements referred to in said mortgage deed, a copy of which were received by the undersigned at the time of the execution thereof.

IN WITNESS WHEREOF these presents have been executed on the 9th day of April, 1973

Michael A. Abatuno, Trustee
U/I/T Dated 2/28/72 known as the
CREPE TRUST

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 9th day of April, 1973 before me personally appeared the above-named Michael A. Abatuno in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Notary Public

002157

... and all other sums either theretofore paid by the mortgagee, or then remaining ... the surplus of said purchase moneys, if any there be, over and above the amounts ... and together with a true and particular account of such sale or sales, expenses and charges ... such sale or sales shall forever be a perpetual bar both in law and equity against the said ... persons claiming said premises so sold by, from or under the mortgagor.

... mortgage shall be binding upon the mortgagor and the heirs, executors, administrators, successors ... of the mortgagor, and shall inure to the benefit of the mortgagee and its successors and assigns.

And for the consideration aforesaid, releases to the mortgagee all right of (dower) (curtesy) and all other rights, statutory or otherwise, in the aforedescribed premises.

IN WITNESS WHEREOF, the mortgagor has executed these presents on the 7th day of March, 1972

Executed in presence of

Michael Abatuno
Trustee u/i/t
dated 2/28/72 known as
THE CREPE TRUST

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 7th day of March, 1972, before me personally appeared the above named MICHAEL A. ABATUNO, in his capacity as Trustee of the CREPE TRUST to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him executed to be his free act and deed, individually and in his capacity as aforesaid and the free act and deed of said CREPE TRUST.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF RHODE ISLAND
COUNTY OF

In on the day of , 19 , before me personally appeared the above named

of , to me known and known by me to be the part executing the foregoing instrument on behalf of said corporation and acknowledged said instrument so executed to be free act and deed in said capacity and the free act and deed of said corporation.

Notary Public

002159

Recorded MAR 7 1972 ... M
... City Clerk

P-20 (1/71) ALTA Loan Policy -- 1970 [illegible] 10/17/70

POLICY OF TITLE INSURANCE

SECURITY TITLE AND GUARANTY COMPANY

TITLE NO. STI-RI 394692

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, SECURITY TITLE AND GUARANTY COMPANY, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
   (a) usury, or
   (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, SECURITY TITLE AND GUARANTY COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

SECURITY TITLE AND GUARANTY COMPANY

SEAL 1970

By: Seymour Fischman
President.

COUNTERSIGNED:
SECURITY TITLE INSURANCE AGENCY, INC.
[signature]
Authorized Officer or Agent.

ATTEST: Donald B. Young
Secretary.

Copyright 1970 American Land Title Association

002165

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such insured claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is provided herein as to any statutory lien for labor or material).

4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as distinguished from purchase including but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

CONDITIONS AND STIPULATIONS (Continued on page below inserts)

CONDITIONS AND STIPULATIONS (Cont'd)

2. (a) Continuation of Insurance after Acquisition of Title

This policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of:

(i) the amount of insurance stated in Schedule A;

(ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or

(iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by an insured, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or

(iii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

P-20 (1/71) ALTA Loan Policy – 19[illegible] ed 10/17/70

POLICY OF TITLE INSURANCE

SECURITY TITLE AND GUARANTY COMPANY

TITLE NO. STI-RI 394692

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, SECURITY TITLE AND GUARANTY COMPANY, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land;
4. Unmarketability of such title;
5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
   (a) usury, or
   (b) any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

In Witness Whereof, SECURITY TITLE AND GUARANTY COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

SECURITY TITLE AND GUARANTY COMPANY

SECURITY TITLE AND GUARANTY COMPANY CORPORATE SEAL 1928 NEW YORK

By: Seymour Fischman
President.

COUNTERSIGNED:
SECURITY TITLE INSURANCE AGENCY, INC.
Authorized Officer or Agent.

ATTEST: Donald Byron
Secretary.

Copyright 1970 American Land Title Association

002165

SCHEDULE A

Number	Date of Policy	Amount of Insurance
STI-RI 394692	March 7, 1972 12:53 p.m.	$255,000.00

1. Name of Insured:

   Industrial National Bank of Rhode Island

2. The estate or interest referred to herein is at Date of Policy vested in:

   Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the "CREPE TRUST".

3. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

   Fee simple

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

   Mortgage from Michael A. Abatuno, Trustee dated March 7, 1972 and recorded in the Records of Land Evidence in the City of Cranston on March 7, 1972 at 12:53 p.m.

5. The land referred to in this policy is described as follows:

   Land and buildings situated on the northwesterly side of Reservoir Avenue in the City of Cranston, County of Providence, State of Rhode Island as set forth in that mortgage from Michael A. Abatuno, Trustee dated March 7, 1972 and recorded in the Records of Land Evidence in the City of Cranston on March 7, 1972 at 12:53 p.m., which said premises are more particularly described in Schedule C hereof.

SECURITY TITLE AND GUARANTY COMPANY

This policy valid only if Schedule B is attached.

002169

SCHEDULE B

PART 1

This policy does not insure against loss or damage by reason of the following:

1. Taxes assessed December 31, 1971, not yet due and payable.
2. Possible unfiled mechanic's and/or materialmen's liens.
3. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, or any other matter not of record which would be disclosed by an accurate survey and inspection of the premises.
4. Any state of facts that a survey would show.
5. No one family house shall be built or place on said premises costing less than $2500 and no two family house costing less than $4500.

SCHEDULE C

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 on that plat entitled, "FOREST HILLS NO 2 CRANSTON, R. I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY, 1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

Said tract is bounded and described as follows: Beginning at a point in the southeasterly line of Knollwood Avenue 50 feet, more or less, southwesterly from the southwesterly line of Bridgton Road, said point of beginning being at the southwesterly corner of land now or lately of Automobile Club of Rhode Island and the northwesterly corner of the premises herein described, and running thence southeasterly bounding northeasterly on said last named land 200 feet to Reservoir Avenue; thence turning and running southwesterly bounding southeasterly on said Reservoir Avenue 100 feet to land now or lately of Joseph Goldstein et al; thence turning and running northwesterly bounding southwesterly in part on said Goldstein land and in part on land now or lately of Forest Hills Nurseries Inc. 200 feet to Knollwood Avenue; thence turning and running northeasterly bounding northwesterly on said Knollwood Avenue 100 feet to said Automobile Club of Rhode Island land and the point or place of beginning.

This mortgage is made subject to restrictions of record and taxes assessed December 31, 1971.

002171

PURCHASE AGREEMENT

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter called SELLER, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, hereinafter called PURCHASER, is made with reference to the following facts:

1. SELLER now owns those certain tracts of land, together with the buildings and improvements erected thereon, lying and being in the County of Providence, State of Rhode Island, each commonly known as THE INTERNATIONAL HOUSE OF PANCAKES, and more particularly described in Exhibit A and Exhibit B annexed hereto; such premises and improvements being hereinafter called the PREMISES.

The parties hereto are desirous that SELLER shall convey the PREMISES to PURCHASER and that thereupon the PURCHASER shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinbelow set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty deed, free of all encumbrances, and PURCHASER agrees to purchase the PREMISES. In the event SELLER shall be unable to convey a marketable title in accordance with this Agreement, then the deposit(s) hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for each of the buildings constructed upon the PREMISES, along with a written statement setting

forth the land cost and date of purchase on each of the properties, and the survey referred to in section III A2. PURCHASER acknowledges that the building is painted with a unique combination of colors, namely, blue, white and persimmon, and has unique logos and drawings and turnposts of novel design, all of which PURCHASER agrees are distinctive features and the sole property of SELLER; provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining the mortgage financing described above.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 1045 Reservoir Avenue, City of Cranston, Rhode Island (described in Exhibit A) shall be Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), of which a deposit of Thirteen Thousand One Hundred Sixty-six Dollars ($13,166.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The purchase price of the premises situated at 228 Meeting Street, City of Providence, Rhode Island (described in Exhibit B) shall be Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00), of which a deposit of Fifteen Thousand Five Hundred Seventy-two Dollars ($15,572.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The balance shall be paid in cash on the delivery of the

002174

deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that each of the buildings constructed on the PREMISES and the businesses being operated therefrom, do not violate any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encorachment by any of the said improvements upon any adjacent property, nor any encroachments by any improvements on any adjacent property upon the PREMISES.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed and the Master Lease, so called, together with the first mortgage to PURCHASER'S mortgagee. (Exhibits C and D, respectively)

4. Conditions, restrictions and limitations of

record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions, or limitations render SELLER'S title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing, deliver to PURCHASER owner's marketability title insurance binders issued by Security Title & Guaranty Co., through its exclusive agent in the City of Providence, Rhode Island, SECURITY TITLE INSURANCE AGENCY, INC., which binders shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted by Paragraph A above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, owner's marketability policies for the full purchase prices of the PREMISES, which policies shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes,

002176

water, utility charges or light charges on or before the date of closing.

C. No closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay a prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of Rhode Island. The deed shall be in proper form for recording and shall be duly executed, acknowledged, and have Rhode Island revenue stamps affixed thereto by SELLER, at SELLER's expense, so as to convey to PURCHASER good and marketable fee simple title to the PREMISES, free of all encumbrances except as herein provided.

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other improvements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly

002177

notify PURCHASER of such fact. The closing shall then be postponed until the work shall have been completed and paid for by SELLER; provided, however, that SELLER agrees to promptly commence said work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of SECURITY TITLE INSURANCE AGENCY, INC., 506 Industrial Bank Building, Providence, Rhode Island within ten (10) days of the furnishing of an executed copy of this Agreement to the PURCHASER, or at such other time and place as shall have been agreed to in writing by SELLER and PURCHASER, It is understood and agreed that SELLER will reasonably cooperate with PURCHASER in complying with the closing requirements of PURCHASER's lending institution providing the mortgage financing referred to above. The closing shall be held in compliance with the terms and conditions required by the lending institution making a mortgage loan to the PURCHASER, it being understood that time is of the essence in the completion of the closing herein provided for.

VIII. LEASEBACK

A. At the closing, and simultaneously with the delivery of the deed to the PREMISES from SELLER to PURCHASER, the parties shall enter into a net lease of the PREMISES in the form of that annexed hereto. [redacted]

B. The form of lease attached hereto shall be completed at the closing as follows: the date of the lease and the

002175

commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to both of the leases (or subleases) affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases (or subleases) to SELLER as lessee under the foregoing leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rentals provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in Exhibit A) shall be Thirty-one Thousand Five Hundred Ninety-eight and 40/100 Dollars ($31,598.40), payable by tenant (SELLER) to landlord (PURCHASER) during the full term in two hundred forty (240) equal monthly installments of Two Thousand Six Hundred Thirty-three and 20/100 Dollars ($2,633.20), payable on the first day of each calendar month.

F. The fixed minimum annual rental for the PREMISES situated at 228 Meeting Street in the City of Providence, Rhode Island (described in Exhibit B) shall be Thirty-seven Thousand Three Hundred Seventy-two and 80/100 Dollars ($37,372.80), payable by tenant (SELLER) to landlord (PURCHASER) during the full

002173

term in two hundred forty (240) equal monthly installments of Three Thousand One Hundred Fourteen and 40/100 Dollars ($3,114.40), payable on the first day of each calendar month.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year. Each of the PREMISES described in Exhibit A and Exhibit B shall be considered separately in determining the additional rental, provided for by this paragraph.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposits as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to SECURITY TITLE INSURANCE AGENCY, INC. to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right to specific performance of this Agreement and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his rights hereunder. If

ER shall be unable to convey title to PURCHASER in accordance h this Agreement, after making bona fide diligent efforts to ear any clouds which may exist upon its title or objections title by SECURITY TITLE & GUARANTY CO., PURCHASER shall have he option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, SECURITY TITLE INSURANCE AGENCY, INC. and said escrowee hereby agrees to abide by the instructions contained in Exhibit E and Exhibit F attached hereto.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, and a summary of the master lease.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. Seller agrees that the purchase price shall be reduced by the

obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded without any further liability on the part of either party.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of Rhode Island both as to interpretation and performance.

IN WITNESS WHEREOF, the PURCHASER has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

Michael A. Abatuno, Trustee

Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the Crepe Trust, PURCHASER

IN WITNESS WHEREOF, the SELLER has hereunto executed this Agreement in Beverly Hills, California, this 2nd day of March, 1972.

INTERNATIONAL INDUSTRIES, INC.

By E H Burch II

IN WITNESS WHEREOF, the Escrowee has hereunto executed this Agreement in Providence, Rhode Island, this 28th day of February, 1972.

SECURITY TITLE INSURANCE AGENCY, INC.

By Edward S. Sholley Jr.

002182

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 of that plat entitled, "FOREST HILLS NO 2 CRANSTON, R.I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY, 1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

002192

EXHIBIT A

SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by SECURITY TITLE & GUARANTY CO., PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, SECURITY TITLE INSURANCE AGENCY, INC. and said escrowee hereby agrees to abide by the instructions contained in Exhibit E and Exhibit F attached hereto.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, and a summary of the master lease.

002184

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. Seller agrees that the purchase price shall be reduced by the

amount of 5% of the purchase price on the sale of the premises described in Exhibit A and/or Exhibit B in consideration of the agreement of the purchaser, who hereby assumes the obligation to pay said broker.

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

To SELLER: 9808 Wilshire Boulevard,
Beverly Hills, California 90202;

To PURCHASER: c/o Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 02903

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. SUBMISSION OF AGREEMENT

The submission of this Agreement does not constitute an offer to sell and this Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure to

002180

That certain parcel or tract of land with all buildings and improvements thereon situated on the northerly side of Meeting Street and the easterly side of Thayer Street in the City of Providence, County of Providence, State of Rhode Island and is bounded and described as follows:-

Beginning at an iron pipe located at the southwesterly corner of the parcel herein described said point being the intersection point of the easterly line of Thayer Street with the northerly line of Meeting Street;

thence running northerly along the easterly line of Thayer Street for a distance of 54.16 feet to a corner and property now or formerly belonging to Zelia Mauro;

thence turning an interior angle of 90°-14'-40" and running easterly bounding northerly by said Mauro property for a distance of 91.14 feet to a corner and property now or formerly belonging to David L. and Edith F. Desy;

thence turning an interior angle of 89°-47'-20" and running southerly bounding easterly by said Desy property for a distance of 54.16 feet to a corner and the northerly line of Meeting Street;

thence turning an interior angle of 90°-12'-40" and running westerly along the northerly line of Meeting Street for a distance of 91.17 feet to the point and place of beginning.

the last described line forming an interior angle of 89°-45'-20" with the first described line.

Said parcel contains 4938 square feet.

Until April 30, 1985, the premises or any part thereof shall not be used for petroleum purposes. This covenant shall inure to the benefit of Rhode Island Oil Co., Inc. (formerly known as W. H. Barry Oil Co., Inc.) and arises by virtue of the provision of an agreement between Alchester Estates, Inc. and Rhode Island Oil Co., Inc. dated April 13, 1970, and duly recorded in the Providence Land Evidence Records.

002186

EXHIBIT B

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between Ihop Corp. of Cranston, R.I., a corporation, hereinafter called "Sublessor" and Louis Lautieri, hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting thereon an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be twenty (20) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall take possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 395.00, payable on Monday of each week following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as aforesaid, a percentage rental in an amount equal to ten percent (10%) of all gross sales in excess of Four Thousand Dollars ($4,000) based on Sublessee's gross sales for the preceding week. Gross sales are defined as the amount of all sales of food, goods, wares, merchandise and services made in, upon, or from the demised premises, whether for cash or on credit (and if on credit, whether or not payment is received therefor). There shall be deducted from gross sales for purpose of said computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which by law are chargeable to customers, and the amount of any actual refunds, exchanges, overrings, and allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed therefor, all increases in real property taxes (including assessments) on the demised premises, if any. Such amount shall be equal to the amount, if any, by which the taxes assessed against the demised premises during the term hereof shall exceed the amount of such taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee shall be made available for inspection by Sublessor or its agents at any time during business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

V

REPAIRS AND MAINTENANCE

Sublessee agrees to and will keep and maintain the roof and exterior walls (all but not including any exterior glass, windows or doors) in good order, condition and state of repair. Sublessee agrees to and will, at its own cost and expense, keep and maintain all of the remainder of the demised premises, the building, the [illegible] and all of the [illegible] in good order, condition and repair, reasonable wear and tear excepted. Sublessee agrees to and will maintain all parts of the demised premises, the building, the [illegible] in a clean, orderly and sanitary condition at all times during the term of this sublease.

002187

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instructions to which SELLER hereby authorizes the escrowee, SECURITY TITLE INSURANCE ACENCY, INC., and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 1045 Reservoir Avenue in the City of Cranston, Rhode Island (described in Exhibit A), are not to be delivered or recorded by the escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), (less closing costs not in excess of One Thousand Dollars ($1,000) payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instructions may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created

is subject to the Receipt of Consent from Security Pacific National Bank, as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

00219

18-2554494

00223

MONTHLY PAY..ENT MORTGAGE NOTE

$255,000.00 Providence ,R.I. March 7, 1972

For value received, the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

or order, at its Main *office in* Providence *, Rhode Island, the principal sum of* Two Hundred Fifty Five Thousand ($255,000.00) *Dollars with interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of* eight *per centum per annum, said sums to be paid in equal successive monthly installments of* $2,637.00 *Dollars each commencing* April 7, 1972 *and continuing until the* 7th *day of* March *, 19*87 *when the balance of the principal and interest, if not sooner paid, shall be due and payable. In the event of default in the payment of any installment within ten (10) days after it shall have become due, default in the performance of any covenant, agreement or provision contained or referred to in the mortgage securing this note for a period of thirty (30) days, the bankruptcy or insolvency of the undersigned, or if the Mortgagor is a corporation, any material change in, or act of such corporation, or any act of an officer or director thereof which the Mortgagee in reasonably believe that performance of any covenant, agreement, or provision of the aforementioned note and mortgage by the Mortgagor is or will be seriously impaired, or the sale or conveyance of the interest of the mortgagor in the property described in said mortgage, or if at any time in the sole opinion of the Bank the undersigned fails to maintain Industrial as its principal bank of deposit, then in any such event the entire unpaid principal hereof, with all accrued interest, shall at the option of the holder, become due and payable at once without notice. Failure to exercise such option shall not constitute a waiver of the right of the holder to exercise the same in the event of any subsequent default. Irrespective of the exercise or non-exercise of the foregoing option, if any installment hereof is not paid in full when due or within fifteen (15) days thereafter, the undersigned shall pay to the holder hereof a late charge of 5% of the amount of such installment.*

The undersigned reserves the right at the time any one of said installments shall become due and payable to pay this note in full or to pay an amount equal to one or more of the principal payments next due hereunder to be applied at the holder's election on account of any installment of principal or interest or any other indebtedness arising in connection with this note or the mortgage securing the same; provided however that the holder shall be entitled to receive a premium equal to a specified percentage of the amount prepaid in accordance with the following schedule:

Prepayment Before:	*Premium*	*Prepayment Before:*	*Premium*
March 7, 1977	5 %		%
	%		%

The undersigned shall remain primarily liable on this promissory note and the mortgage given to secure the same until full payment, unaffected by any alienation of the mortgaged property, by any agreement or transaction between the mortgagee and any others as to payment of principal, interest or other moneys, by any forbearance or extension of time, release or assumption by others, or by any other matter, as to all of which notice is hereby waived by the undersigned. The undersigned agrees to pay all costs and attorney's fees incurred in any action to collect this note or to foreclose the mortgage securing the same.

IN PRESENCE OF:

Michael C Albertino
In his capacity as Trustee
u/i/t dated 2/28/72 called the
CRUZ TRUST

959

THIS NOTE IS SECURED BY REAL ESTATE MORTGAGE

00223

960

GUARANTY

FOR VALUE RECEIVED, the undersigned jointly and severally, unconditionally and absolutely guarantee payment of all principal, interest and late charges of the within note when due and further guarantee the performance of all covenants, terms and conditions of the real estate mortgage securing the same and hereby waive demand, presentment, notice of non-payment and protest and agree that any extension or variation of time for payment or of other terms and conditions of said note or mortgage, however effected or made, and any discharge, partial release, change in or dealing with said mortgage or other collateral security and any release of any other party to said note or guarantor thereof, all without notice to the undersigned, shall in no way affect the liability of the undersigned hereunder.

Name

Address

Name

Address

Name

Address

ASSIGNMENT OF RENTS

THIS AGREEMENT was made this 7th day of March, 1972, by and between MICHAEL A. ABATUNO in his capacity as Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, hereinafter referred to as ASSIGNOR, and INDUSTRIAL NATIONAL BANK OF RHODE ISLAND, hereinafter referred to as ASSIGNEE,

W I T N E S S E T H:

WHEREAS, ASSIGNEE is the mortgagee under a mortgage executed simultaneously with the execution of this agreement in the sum of Two Hundred Fifty-five Thousand Dollars ($255,000) in connection with the purchase of real estate situated at 1045 Reservoir Avenue in the City of Cranston, State of Rhode Island, and as described in EXHIBIT A attached hereto; and

WHEREAS, ASSIGNEE is the mortgagee under a mortgage executed simultaneously with the execution of this agreement in the sum of Two Hundred Ninety-two Thousand Dollars ($292,000.00) in connection with the purchase of real estate situated at 228 Meeting Street in the City of Providence, State of Rhode Island, as described in EXHIBIT B attached hereto; and

WHEREAS, the parties hereto are desirous of assigning rents to that certain master lease, a copy of which is attached hereto and marked EXHIBIT C.

NOW, THEREFORE, in consideration of the granting of the

mortgage loan above referred to the ASSIGNOR hereby assigns, transfers, and sets over to said ASSIGNEE, the rent accrued and due or to become due and/or payable, by virtue of the terms of said master lease.

This assignment of rents shall become effective upon the mailing of notice by the ASSIGNOR to the Tenant, International Industries, Inc., at its address: 9808 Wilshire Boulevard, Beverly Hills, California 90212.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of March, 1972.

Michael A. Abatuno, Trustee
Michael A. Abatuno, in his capacity as Trustee under an Indenture of Trust dated February 28, 1972.

In the presence of:

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

By Herbert Lewis
Mortgage Officer Title

002245

SUBORDINATION AGREEMENT

THIS AGREEMENT of subordination was made this 7th day of March, 1972 by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation hereinafter referred to as SELLER; INTERNATIONAL HOUSE OF PANCAKES, a division of International Industries, Inc., hereinafter referred to as sublessor, LOUIS LAUTIERI of Cranston, Rhode Island, hereinafter referred to as SUBLESSEE, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, hereinafter referred to as PURCHASER.

WHEREAS, the SELLER desires to sell the property described in Exhibit A attached hereto; and

WHEREAS, the PURCHASER is desirous of acquiring title in fee simple in connection with said purchase and will incur a first mortgage with Industrial National Bank of Rhode Island; and

WHEREAS, SELLER has agreed to enter into a leaseback agreement in accordance with the terms of a master lease from PURCHASER to SELLER; and

WHEREAS, the parties hereto are desirous of subordinating the SELLER's rights, the sublessor's rights, and the sublessee's rights to the PURCHASER's rights and the rights of Industrial National Bank of Rhode Island.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

The SELLER, the SUBLESSOR and the SUBLESSEE do hereby subordinate their rights under that certain sublease, so-called,

to a warranty deed running from SELLER to PURCHASER, a first mortgage running from PURCHASER to Industrial National Bank of Rhode Island, and a master lease running from the PURCHASER to SELLER, all of said documents being dated March 7 , 1972.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

INTERNATIONAL INDUSTRIES, INC.

By E H Pleasants V.P.

INTERNATIONAL HOUSE OF PANCAKES, a division of International Industries, Inc.

By E H Pleasants V.P.

Louis Lautieri

Michael A. Abatuno Trustee

Michael A. Abatuno, Trustee under Indenture of trust dated February 28, 1972

002247

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Reservoir Avenue and the southeasterly side of Knollwood Avenue, in the City of Cranston, County of Providence, State of Rhode Island, comprising Lots No. 359, 360, 377 and 378 of that plat entitled, "FOREST HILLS NO 2 CRANSTON, R.I. THE PROVIDENCE REAL ESTATE IMPROVEMENT CO. BY FRANK E. WATERMAN JULY, 1924" which plat is recorded in the office of the City Clerk of the City of Cranston, in Plat Book 4 at page 11 and (copy) on Plat Card 261.

00224

EXHIBIT A

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971

TERNATIONAL HOUSE OF PANCAKES (P.4 of 4)

Unit Number	Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Encumbrance
712	1045 Reservoir Avenue Cranston, R.I.	~~$ 252.8~~ 2509				$ 252.8 (A)	
730	520 State Street Westport, Connecticut	~~274.5~~ 277.1				274.5 (A)	
		~~$10,213.4~~ 10,133.8	$ 2,753.3	$ 2,345.0	$ 2,578.0	$5,115.1	$2,98

(A) Andrews Package
(1) RMI
(2) NAMI

2396

966

INTERNATIONAL INDUSTRIES, INC.
8484 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE 213-878-3030

February 29, 1972

Security Pacific National Bank
561 South Spring Street
Los Angeles, California 90013

Attention: Everett E. Loyd, Jr.
Senior Vice President

Re: Security Agreement dated March 24, 1971--International House of Pancakes, Cranston, Rhode Island.

Gentlemen:

Your consent, as agent for the Lenders who are parties to the above-referenced Security Agreement, is respectfully requested to the sale and leaseback of the above-referenced real property.

The gross purchase price for the property is $263,320.00 before the deduction of closing items. The book value of the subject property is $ 247,600.00 . The Balance Sheet and Profit and Loss effect of the transaction will be to reduce Real Estate Held for Sale by the amount of the book value, increase cash by the net proceeds, with the recognition of a gain or loss equal to the difference between book value and the net proceeds.

This transaction is a standard type of sale and leaseback in the ordinary course of business. The annual rental during the twenty-year term of the lease will be $31,598.40 per year, net, net, net. Management believes that this transaction is in the best interests of the company.

Attached, as Exhibit A, on your counsel's copy, are copies of the documents relating to this transaction.

SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE, SIXTH AND SPRING STREETS, LOS ANGELES, CALIFORNIA

MAILING ADDRESS: P.O. BOX 2097, TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90051

March 20, 1972

International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Attention: Edward Resnick

Re: Consent(s) to Transaction(s) under the authority granted the Agent under the Agency Letter dated March 24, 1971 and under the Notice of Authority to Waive Certain Events of Default dated August 6, 1971.

Gentlemen:

Pursuant to that certain Agency Letter dated March 24, 1971 and that certain Notice of Authority to Waive Certain Events of Default dated August 6, 1971, the undersigned, as Agent, is granted certain authority to permit and consent to transactions otherwise precluded by or constituting an event of default under Article IX of the Security Agreement dated March 24, 1971, between International Industries, Inc. and the several lenders therein named, you have requested our consent to transaction(s) as follows:

1. Sale of International House of Pancakes, Cranston, Rhode Island as requested in your letter of February 29, 1972.
2. Sale of International House of Pancakes, Providence, Rhode Island as requested in your letter of February 29, 1972.
3. Sale of Vacant Land, 58th & Michigan, Indianapolis, Indiana as requested in your letter of February 29, 1972.
4. Sale of leasehold improvements and Termination of Lease at the House of Nine store in the Montclair Plaza, Montclair, California as requested in your letter of March 2, 1972.

Based upon the foregoing, and in reliance upon the representations set forth in your letter(s) and noting that your request(s) has been approved by Grisanti & Galef, Inc., we hereby consent to the transaction(s). Our consent is conditioned (1) that the transaction(s) shall be effected in all respects in accordance with your letter(s) of request and (2) that the proceeds, including cash, securities, obligations and other assets, if any, be delivered directly to us.

SECURITY PACIFIC NATIONAL BANK
As Agent under the Security Agreement

By _____
E. E. Loyd, Jr.
Senior Vice President

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

MORTGAGE LOAN CLOSING STATEMENT AND AUTHORIZATION TO DISBURSE FUNDS

OCATION 1045 RESERVOIR AVE. CRANSTON ZIP CODE _____ DATE 3/7/72

FIRE INSURANCE AMOUNT $ _____ AGENT _____ TEL NO _____

TITLE COMPANY SECURITY TITLE INS. ABSTRACT # _____ LOAN NO _____

MONTHLY PAYMENT		BUYERS FUNDS	RECEIPT NO
Principal & Interest		Credit Principal	
		Interest to 1st of Month	
		FHA Premium 2 Months	
		Fire Ins 2 Months	
		Real Est Taxes _ Months	
		Life Ins A&H premium	
TOTAL		Misc Escrow	
		Appraisal Fee	
		Processing Fee	
		Area Charge	
		Recording Fees	
		Origination Charge	
		Service Charge	
		Credit Report	
		Owners Title Policy	
		Other	
		Funding Fee (VA Only)	
		SUB TOTAL	
		Adjusted Sale Price	25,000 00
		Less: Mortgage	
		Additional Funds Required	
		Net funds due from Buyer	

SALE PRICE ADJUSTMENTS

	DEDUCT		ADD		
Selling Price	*******	***	250	154	00
Deposit Paid					
Taxes Real Estate					
Taxes Personal					
Taxes Other					
Water					
Sewer					
Fire Insurance					
Rents	2018	79			
2nd Mtg to Seller					
Miscellaneous					
TOTALS					
Less: Total Deductions					
Adjusted Sale Price			248	135	21

SELLERS EXPENSES

State Realty Transfer Tax	275	55
Revenue Stamps		
Drawing Deeds	25	-
Drawing Releases		
Out of State Service	25	62
Recording Charges	11	-
Service Charges SELLER'S LEGAL FEE	250	-
Sellers Fees A.G.T.		
TOTAL	587	17

SELLERS FUNDS DISBURSEMENT

*Carry Forward Sellers Expenses			587	17
Commission				
Taxes				
Taxes				
Taxes				
Water Bill				
Sewer Bill				
Mortgagee				
2nd Mortgage				
Escrow Personal Prop. Taxes				
TITLE INS POLICY		1	020	00
Total Deducted				
Net Balance Due	246		527	58
Special Instructions				

ch. 209

EXAMINED AND APPROVED:

Sellers _____ Mailing Address _____ Zip Code

Mortgagee Mechanics Cabinstone Billing and Mailing Address _____ Zip Code

transfer 4/1 to 2/28/72 called me CAPE TRUST

Remarks _____

RE-00100 REV. 10/71

One State Street Boston 02109

January 7, 1970

International Industries, Inc.
6837 Lankershim Boulevard
North Hollywood, California 91605,

TO

FINE & AMBROGNE, DR.

TO PROFESSIONAL SERVICES RENDERED

Our File No. 5462

In connection with the purchase of land on Reservoir Avenue, Cranston, Rhode Island, record title to which was taken in the name of IHOP Corp. of Cranston, R.I. for a purchase price of $105,000.00; including review of Purchase and Sales Agreement prepared by counsel for the seller and Addenda to said Purchase and Sales Agreement prepared by house counsel for International Industries, Inc.; meeting with sellers and their counsel in the offices of Fine & Ambrogne in August of 1969 at which a representative of GL & HS Gross, Inc., real estate brokers, were present; preparation of revised form of Addenda to Purchase and Sales Agreement with respect to extensions of time for obtaining permits and licenses; discussions with counsel for the seller and representatives of International Industries, Inc. with respect to delivery of the Purchase and Sales Agreement and Addenda; telephone conferences with Mortgage Guarantee & Title Company of Providence, Rhode Island with respect to examination of title to

1. Monetary and credit aggregates and interest rates—Continued

A.2. Quarterly (interest rates)

Level, percent per annum

Item	1970				1971				1972	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Short-term rates										
1 Federal funds[9]	8.56	7.88	6.71	5.57	3.86	4.56	5.47	4.75	3.54	4.30
2 Treasury bills (3-month market yield)[10]	7.21	6.66	6.33	5.35	3.84	4.25	5.01	4.23	3.44	3.77
3 Commercial paper (3-month)[10, 11]						5.00	5.72	4.97	3.96	4.53
4 Federal Reserve discount[12]	6.00	6.00	6.00	5.79	4.96	4.75	4.96	4.84	4.50	4.50
Long-term rates										
Bonds										
5 U.S. government[13]	6.77	7.15	6.96	6.58	6.08	6.24	6.23	5.93	6.04	6.08
6 State and local government[14]	6.35	6.82	6.33	5.93	5.25	5.74	5.75	5.16	5.24	5.36
7 Aaa utility (new issue)[15]	8.59	9.01	8.72	8.51	7.46	7.78	7.83	7.42	7.26	7.38
8 Conventional mortgages[16]	8.55	8.55	8.52	8.42	7.77	7.63	7.83	7.75	7.58	7.66

Item	1972		1973				1974			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Short-term rates										
1 Federal funds[9]	4.74	5.14	6.54	7.82	10.56	10.00	9.32	11.25	12.09	9.35
2 Treasury bills (3-month market yield)[10]	4.22	4.86	5.70	6.60	8.32	7.50	7.62	8.15	8.19	7.36
3 Commercial paper (3-month)[10, 11]	4.88	5.26	6.23	7.46	9.94	9.17	8.50	10.64	11.69	9.23
4 Federal Reserve discount[12]	4.50	4.50	5.11	5.91	7.26	7.50	7.50	7.87	8.00	7.94
Long-term rates										
Bonds										
5 U.S. government[13]	6.00	5.92	6.86	6.97	7.39	7.26	7.55	8.09	8.49	8.05
6 State and local government[14]	5.36	5.09	5.16	5.16	5.33	5.12	5.28	5.96	6.72	6.74
7 Aaa utility (new issue)[15]	7.38	7.24	7.41	7.56	8.07	7.93	8.28	9.19	10.22	9.57
8 Conventional mortgages[16]	7.67	7.70	7.75	7.97	8.73	8.77	8.60	9.10	9.60	9.57

Item	1975				1976				1977	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Short-term rates										
1 Federal funds[9]	6.30	5.42	6.16	5.41	4.83	5.20	5.28	4.88	4.66	5.16
2 Treasury bills (3-month market yield)[10]	5.75	5.39	6.33	5.63	4.92	5.16	5.15	4.67	4.63	4.84
3 Commercial paper (3-month)[10, 11]	6.60	5.83	6.56	6.00	5.18	5.45	5.41	4.91	4.74	5.15
4 Federal Reserve discount[12]	6.87	6.12	6.00	6.00	5.60	5.50	5.50	5.39	5.25	5.25
Long-term rates[17]										
Bonds										
5 U.S. government[13]	7.86	8.21	8.41	8.28	8.00	8.01	7.90	7.54	7.62	7.68
6 State and local government[14]	6.65	6.96	7.23	7.38	6.98	6.78	6.64	6.18	5.88	5.70
7 Aaa utility (new issue)[15]	9.25	9.50	9.51	9.35	8.65	8.69	8.48	8.15	8.17	8.21
8 Conventional mortgages[16]	9.03	9.02	9.13	9.20	9.00	8.98	9.03	8.95	8.82	8.95

Item	1977		1978				1979			
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Short-term rates										
1 Federal funds[9]	5.82	6.51	6.76	7.28	8.09	9.58	10.07	10.16	10.94	13.58
2 Treasury bills (3-month market yield)[10]	5.50	6.11	6.39	6.48	7.31	8.57	9.38	9.38	9.67	11.84
3 Commercial paper (3-month)[10, 11]	5.74	6.56	6.76	7.16	8.03	9.83	10.04	9.85	10.64	13.35
4 Federal Reserve discount[12]	5.42	5.93	6.46	6.78	7.50	9.09	9.50	9.50	10.21	11.92
Long-term rates[17]										
Bonds										
5 U.S. government[13]	7.60	7.78	8.19	8.43	8.53	8.78	9.03	9.06	9.03	10.18
6 State and local government[14]	5.59	5.57	5.65	6.02	6.16	6.28	6.37	6.22	6.28	7.20
7 Aaa utility (new issue)[15]	8.09	8.27	8.70	8.98	8.94	9.23	9.58	9.66	9.64	10.93
8 Conventional mortgages[16]	9.00	9.05	9.23	9.58	9.80	10.12	10.33	10.75	11.13	12.38

5. Federal Reserve Bank interest rates

A. Loans to member banks under sections 13 and 13a[1]

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
1969—In effect December 31	6	6	6	6	6	6	6	6	6	6	6	6
1970—November	(11) 5½	(13) 5½	(16) 5½	(13) 5½	(11) 5½	(11) 5½	(13) 5½	(10) 5½	(11) 5½	(13) 5½	(13) 5½	(11) 5½
December	(1) 5½	(4) 5½	(4) 5½	(1) 5½	(11) 5½	(1) 5½	(11) 5½	(11) 5½	(11) 5½	(10) 5½	(1) 5½	(4) 5½
1971—January	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(11) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(15) 5¼	(8) 5¼
January	(19) 5	(22) 5	(19) 5	(19) 5	(29) 5	(19) 5	(21) 5	(29) 5	(19) 5	(29) 5	(19) 5	(22) 5
February	(13) 4¾	(19) 4¾	(13) 4¾	(13) 4¾	(13) 4¾	(13) 4¾	(13) 4¾	(13) 4½	(13) 4½	(13) 4¾	(13) 4¾	(13) 4¾
June	(19) 5	(16) 5	(16) 5	(23) 5	(23) 5	(19) 5	(23) 5	(16) 5	(19) 5	(23) 5	(23) 5	(16) 5
November	(11) 4¾	(19) 4¾	(11) 4½	(11) 4½	(12) 4¾	(15) 4½	(12) 4½	(11) 4¾	(11) 4¾	(12) 4½	(11) 4½	(11) 4½
December	(13) 4½	(17) 4½	(17) 4½	(17) 4½	(24) 4½	(23) 4½	(17) 4½	(13) 4½	(23) 4½	(13) 4½	(24) 4½	(13) 4½
1973—January	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5
February	(28) 5½	(26) 5½	(26) 5½	(27) 5½	(27) 5½	(27) 5½	(27) 5½	(26) 5½	(27) 5½	(26) 5½	(27) 5½	(2) 5½
March												
April			(23) 5¾	(23) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(27) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(23) 5¾
May	(1) 5¾	(4) 5¾										
June	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(18) 6	(11) 6	(11) 6
July	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(12) 6½	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(15) 6½	(11) 6½	(11) 6½
August	(23) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(16) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½
1974—April	(30) 8	(25) 8	(25) 8	(25) 8	(25) 8	(29) 8	(26) 8	(26) 8	(26) 8	(25) 8	(25) 8	(25) 8
December	(10) 7¾	(9) 7½	(9) 7¼	(13) 7½	(10) 7¼	(16) 7½	(10) 7¼	(13) 7¼	(13) 7¼	(13) 7¼	(10) 7¼	(11) 7¼
1975—January	(6) 7¼	(10) 7½	(6) 7½	(6) 7½	(6) 7½	(13) 7½	(10) 7½	(10) 7¼	(10) 7½	(24) 7½	(6) 7¼	(6) 7¼
February	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(6) 6¾	(6) 6¾	(5) 6¾	(6) 6¾	(5) 6¾	(5) 6¾
March	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6½	(10) 6¼	(10) 6¼	(14) 6¼	(10) 6¼	(10) 6¼	(14) 6¼	(10) 6¼
May	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(23) 6	(16) 6	(16) 6	(16) 6
1976—January	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(23) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½
November	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(26) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼
1977—August			(31) 5¼	(30) 5¼	(30) 5¼	(30) 5¼	(30) 5¼	(30) 5¼	(30) 5¼	(30) 5¼		
September	(2) 5¼										(2) 5¼	(2) 5¼
October	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6
1978—January	(10) 6½	(9) 6½	(20) 6½	(20) 6½	(13) 6½	(16) 6½	(9) 6½	(13) 6½	(10) 6½	(10) 6½	(13) 6½	(13) 6½
May	(12) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(12) 7	(11) 7
June	(3) 7¼	(3) 7¼	(7) 7¼	(3) 7¼	(3) 7½	(3) 7½	(10) 7¼	(3) 7½	(3) 7¼	(3) 7¼	(7) 7½	(3) 7½
August	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾
September	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8
October	(16) 8½	(16) 8½	(20) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½
November	(2) 9½	(1) 9½	(2) 9½	(2) 9½	(2) 9½	(3) 9½	(2) 9½	(2) 9½	(11) 9½	(2) 9½	(2) 9½	(2) 9½
1979—July	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10
August	(20)10½	(17)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½
September	(19)11	(19)11	(21)11	(19)11	(19)11	(19)11	(19)11	(19)11	(19)11	(20)11	(19)11	(19)11
October	(10)12	(8)12	(8)12	(8)12	(8)12	(9)12	(9)12	(8)12	(8)12	(9)12	(9)12	(8)12
In effect December 31	12	12	12	12	12	12	12	12	12	12	12	12

B. Loans to member banks under section 10(b)

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
	Regular rate[1]											
1969—In effect December 31	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½
1970—November	(11) 6½	(13) 6½	(16) 6½	(13) 6½	(11) 6½	(11) 6½	(13) 6½	(10) 6½	(11) 6½	(13) 6½	(13) 6½	(11) 6½
December	(1) 6	(4) 6	(4) 6	(1) 6	(11) 6	(1) 6	(11) 6	(11) 6	(11) 6	(10) 6	(1) 6	(4) 6
1971—January	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(11) 5½	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(15) 5½	(8) 5½
January	(19) 5½	(22) 5½	(19) 5½	(19) 5½	(29) 5½	(19) 5½	(21) 5½	(29) 5½	(19) 5½	(29) 5½	(19) 5½	(22) 5½
February	(13) 5¼	(19) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼
June	(19) 5½	(16) 5½	(16) 5½	(23) 5½	(23) 5½	(19) 5½	(23) 5½	(16) 5½	(19) 5½	(23) 5½	(23) 5½	(16) 5½
November	(11) 5¼	(19) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(15) 5¼	(12) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(11) 5¼	(11) 5¼
December	(13) 5	(17) 5	(17) 5	(17) 5	(24) 5	(23) 5	(17) 5	(13) 5	(23) 5	(13) 5	(24) 5	(13) 5

Fleet National Bank

William A. Browner
Vice President and Assistant General Counsel

June 16, 1986

Michael R. Mitchell, Esquire
4929 Wilshire Boulevard
Suite 910
LosAngeles, CA 90010

VIA DHL

RE: Document Request

Dear Mike:

Enclosed please find the following documents:

1. The Crepe Trust payment record from April 1972-December, 1976. As noted in our phone conference of June 16, 1986, the remaining payment records will be forwarded later.

2. The Crepe Trust Savings Account record from January, 1973 through its closing date of November, 1982.

3. The approval memorandum covering both loans dated March 7, 1972.

4. Both loan applications.

5. Both mortgage rate review record sheets.

6. Appraisal information:

   A. A memorandum from Nordstrom dated February 1, 1972.

   B. Appraisal reports dated February 16, 1972.

   C. An appraisal dated March 12, 1980 with a capitalization rate memorandum included.

7. Skala's credit check memorandum dated January 6, 1972.

Fleet National Bank 111 Westminster Street, Providence, RI 02903 401-278-5595
A Member of Fleet Financial Group

8. Letters from Crowley to St. Germain regarding interest rate changes dated January 16, 1973 and March 31, 1975.
9. A memorandum from Crowley to Murray regarding interest rate change and amortization change dated February 5, 1975.
10. A memorandum to the file dated March 12, 1975.
11. A handwritten analysis of the loans from Sadler to Smith dated April 26, 1985.
12. Tenant financial information.
13. Comparable loan information for seven loans which includes approval memorandums, applications, appraisals and notes.

Please contact me if you have any questions.

Respectfully,

William A. Browner

WAB/pa

Enclosures

1972

	CREPS TRUST #18-2559490			CREPS TRUST #18-2559516		
	2,437.00	255,000		2,375.50	292,000	
		8.00			8.00	
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
JAN						
FEB						
MAR						
APR	737.00	1,700.00	254,263.00	928.83	1,946.67	291,071.17
MAY	741.91	1,695.09	253,521.09	935.03	1,940.47	290,136.14
JUN	746.86	1,690.14	252,774.23	941.26	1,934.24	289,194.88
JUL	751.84	1,685.16	252,022.39	947.53	1,927.97	288,247.35
AUG	756.85	1,680.15	251,265.54	953.85	1,921.65	287,293.50
SPT	761.90	1,675.10	250,503.64	960.21	1,915.29	286,333.29
OCT	766.98	1,670.02	249,736.66	966.61	1,908.89	285,366.68
NOV	772.09	1,664.91	248,964.57	973.06	1,902.44	284,393.62
DEC	777.24	1,659.76	248,187.33	979.55	1,895.95	283,414.07

1973

2,430.00

CRUPE TRUST
#18-2559490
255,000
8.00/7.25

2,875.50

CRUPE TRUST
#18-2559516
292,000
8.00/7.50

MONTH	PRIN.	INT.	BALANCE		PRIN.	INT.	BALANCE
			248,187.33				283,414.07
JAN	782.42	1,654.58	247,404.91		986.07	1,889.43	282,428.00
FEB *	942.26	1,494.74	246,462.65	**	1,110.32	1,765.18	281,317.68
MAR	947.95	1,489.05	245,514.70		1,117.26	1,758.24	280,200.42
APR	953.68	1,483.32	244,561.02		1,124.25	1,751.25	279,076.17
MAY	959.44	1,477.56	243,601.58		1,131.27	1,744.23	277,944.90
JUN	965.24	1,471.76	242,636.34		1,138.34	1,737.16	276,806.56
JUL	971.07	1,465.93	241,665.27		1,145.46	1,730.04	275,661.10
AUG	976.94	1,460.06	240,688.33		1,152.62	1,722.88	274,508.48
SPT	982.84	1,454.16	239,705.49		1,159.82	1,715.68	273,348.66
OCT	988.78	1,448.22	238,716.71		1,167.07	1,708.43	272,181.59
NOV	994.75	1,442.25	237,721.96		1,174.37	1,701.13	271,007.22
DEC	1,000.76	1,436.24	236,721.20		1,181.70	1,693.80	269,825.52
*** A	(60.19)	60.19	236,781.39	*** A	(52.69)	52.69	269,878.21

* INTEREST REBATE FROM 8% TO 7½%. ERROR IN PROCESSING BY A.I.D. CHANGED RATE TO 7¼%.

** INTEREST REBATE FROM 8% TO 7½%.

*** A INTEREST ADJUSTMENT FOR 2/73 RATE CHANGE.

**** A INTEREST ADJUSTMENT FOR 2/73 RATE CHANGE.

1974

	CREPE TRUST #18-2559490			CREPE TRUST #18-2559516		
437.00	255,000		2,875.50	292,000		
	7.25/7.75			7.50		
MONTH	PRIN.	INT.	BALANCE	PRIN.	INT.	BALANCE
			236,781.39			269,878.21
JAN	1,036.45	1,430.55	235,774.94	1,188.76	1,686.74	268,689.45
FEB	1,012.53	1,424.47	234,762.41	1,196.19	1,679.31	267,793.26
MAR	920.83	1,516.17	233,841.58	1,203.67	1,671.83	266,289.59
APR	926.77	1,510.23	232,914.81	1,211.19	1,664.31	265,078.40
MAY	932.76	1,504.24	231,982.05	1,218.76	1,656.74	263,859.64
JUN	938.78	1,498.22	231,043.27	1,226.38	1,649.12	262,633.26
JUL	944.85	1,492.15	230,098.42	1,234.04	1,641.46	261,399.22
AUG	950.95	1,486.05	229,147.47	1,241.75	1,633.75	260,157.47
SPT	957.09	1,479.91	228,190.38	1,249.52	1,626.98	258,907.95
OCT	963.27	1,473.73	227,227.11	1,257.33	1,618.17	257,650.62
NOV	969.49	1,467.51	226,257.62	1,265.18	1,610.32	256,385.44
DEC	975.75	1,461.25	225,281.87	1,273.09	1,602.41	255,112.35
		17,744.48			19,740.14	

* 1/2 % INTEREST REBATE CANCELLED EFF. MARCH 1974.

1975

Crantor
CROPE TRUST
#18-2559490
255000
7.75/8.00

2,437.00
2,015.00

Pawn
CROPE TRUST
#18-2559516
292,000
7.50/8.00

2,875.50
2,281.00

MONTH	PRIN.	INT.	BALANCE		PRIN.	INT.	BALANCE
			225,281.87				255,112.35
JAN	982.05	1,454.95	224,299.82		1,281.05	1,594.45	253,831.30
FEB	988.40	1,448.60	223,311.42		1,289.05	1,586.45	252,542.25
MAR	994.78	1,442.22	222,316.64		1,297.11	1,578.39	251,245.14
APR *	577.18	1,435.82	221,737.46	***	710.70	1,570.30	250,534.44
MAY **A	536.75	1,478.25	221,200.71	****A	610.77	1,670.23	249,923.67
JUN	540.33	1,474.67	220,660.38		614.84	1,666.16	249,308.83
JUL	543.93	1,471.07	220,116.45		618.94	1,662.06	248,689.89
AUG	547.56	1,467.44	219,568.89		623.07	1,657.93	248,066.82
SPT	551.21	1,463.79	219,017.68		627.22	1,653.78	247,439.60
OCT	554.88	1,460.12	218,462.80		631.40	1,649.60	246,808.20
NOV	558.58	1,456.42	217,904.22		635.61	1,645.29	246,172.59
DEC	562.31	1,452.69	217,341.91		639.85	1,641.15	245,532.74
			17,506.04			19,575.89	

* P+I PAYMENT REDUCED TO $ 2,015.00.

**A PAYMENT REFLECTS INTEREST ADJUSTMENT. RATE INCREASE TO 8%.

*** P+I PAYMENT REDUCED TO $ 2,281.00.

****A PAYMENT REFLECTS INTEREST ADJUSTMENT. RATE INCREASE TO 8%.

1976

2,015.00

CROPS TRUST
#18-2559490
256,000
8.00

MONTH	PRIN.	INT.	BALANCE
			217,341.91
JAN	566.05	1,442.95	216,775.86
FEB	569.83	1,445.17	216,206.03
MAR	573.63	1,441.37	215,632.40
APR	577.45	1,437.55	215,054.95
MAY	581.30	1,433.70	214,473.65
JUN	585.18	1,429.82	213,888.47
JUL	589.08	1,425.92	213,299.39
AUG	593.00	1,422.00	212,706.39
SEP	596.96	1,418.04	212,109.43
OCT	600.94	1,414.06	211,508.49
NOV	604.94	1,410.06	210,903.55
DEC	608.98	1,406.02	210,294.57
		17,132.66	

2,281.00

CROPS TRUST
#18-2559516
293,000
8.00

PRIN.	INT.	BALANCE
		245,532.74
644.12	1,636.88	244,888.62
648.41	1,632.59	244,240.21
652.73	1,628.27	243,587.48
657.08	1,623.92	242,930.40
661.46	1,619.54	242,268.94
665.87	1,615.13	241,603.07
670.31	1,610.69	240,932.76
674.78	1,606.22	240,257.98
679.28	1,601.72	239,576.70
683.81	1,597.19	238,892.89
688.37	1,592.63	238,204.52
692.96	1,588.04	237,513.56
	19,352.82	

11-25574490
18-25595716

CR-00018

CREDIT MEMORANDA

NAME Crepe Trust

3/7/72
FAP/m

Michael Abatuno, Trustee (Attorney for Congressman Fernand St. Germain)

I. Request: 292.0, 8%, 15 yrs.
5%, 5-yr. prepayment penalty
No tax escrow plan
Personal endorsement of Fernand St. Germain and wife Rachel N.
Assignment of rents under lease.

Purpose:
To purchase a 1-story masonry restaurant building at 228 Meeting St., Providence, R. I. for $311,440, to be leased back to the seller, International Industries, Inc., also known as International House of Pancakes.

Rent: 12% of cost net net or $37,372 per yr.

Debt Service: $34,506 per yr.

Bank Appraisal: $310,000

II. Request: 255.0, 8%, 15 yrs.
5%, 5-yr. prepayment penalty
No tax escrow plan
Assignment of rents under lease.
Personal endorsement of Congressman Fernand St. Germain and wife, Rachel N.

Purpose:
To purchase a 1-story masonry building at 1045 Reservoir Ave., Cranston, R. I. Purchase price $263,320, leaseback to International Industries, Inc. Lease is 12% of cost net net for 20 yrs. - $31,598.40 per yr.

Bank Appraisal: 265.0

Debt Service $29,244 per yr.

Owner's equity: 4% of cost on both requests or $22,960.

The entity which will take title is to be known as the Crepe Trust, Michael Abatuno, Trustee under an Indenture of Trust dated 2/28/72. Mr. Atatuno will have no personal obligation.

Recommended

Loaning Office

APPLICATION FOR MORTGAGE LOAN TO INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

Commercial, Industrial, Investment or Residential – 5 or more living units.

292,000 MAIN OFFICE

REQUEST

Date FEB 14 1972 Amt. Requested [redacted] Rate 8½ Term 15 Maturity

Endorsement ☑ yes ☐ no If yes, Name(s)

Assignment of Rent ☑ yes ☐ no If yes, Tenant INTERNATIONAL INDUSTRIES INC

Amount 12% of cost Expires 2-6 years 5% 5 year prepayment penalty

APPLICANT

NAME OF APPLICANT THE CREDE TRUST ☑ Corporation TO BE FORMED ☐ Partnership ☐ Proprietorship

Officers: Ownership Interest

Pres. LEONARD J. ST. GERMAIN % Secy. RACHEL M. ST GERMAIN % Ownership Interest

Vice Pres. % Treas. %

On a proprietorship, delete titles.

Address of Applicant

PURPOSE

Purpose of Loan TO PURCHASE FOR INVESTMENT

Alterations Proposed

Contractor: COST:

Address: Purchase Price of Land Yr. $

Contract Price of Bldg. Yr. $

Purchase Price of Prop. Yr. $ 311,446

TOTAL COST Yr. $

Source of Down Payment: 4% or 12440

Will there be secondary financing? Yes ☐ No ☐

If yes, Amount Rate Years To whom

Have you applied elsewhere? Yes ☐ No ☐

Required Annual Payments 30 011.76 Required Monthly Payments 2504.98

References: 34 185.92

Bank

PROPERTY

LOCATION: 228 MEETING ST PROV. PROV.

Present Owner: P 12 LOT 30

Address:

Present Mortgages on subject property: P 9 - LOT 210 CONT.

First Held by

Second Held by

Directions to Property

(TO BE COMPLETED BY INTERVIEWER)

General Description of Property 1½ MASONRY RESTAURANT BLDG CONTAINING 3000 ±

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
12	30		4938 ±	

Water Public ☑ Well (Type) ☐

Sewerage Disposal Public ☑ Cesspool ☐ Septic tank ☐

Property Income:

	Week or Month	Year
1st floor	1200 a mo	
2nd floor	NOT INC	
3rd floor		
store(s)		
Other		
TOTAL ANNUAL INCOME		37,372.80

Expenses	Year
Taxes Assessed	
Fire insurance inc. E.C.	
Fuel	
Water	
Gas Electric	
Maintenance	
TOTAL ANNUAL EXPENSES	

May Be Inspected: Owner: Broker Tel. No.

☐ Anytime ☐ Appointment Key at

I, we, agree to pay all costs of title examination and/or title insurance and to pay all closing costs. The terms and rate of any approved loan will expire 60 days from the date of commitment.

Application Taken by

Signature

3819

Recommended

By _____
Loaning Officer

APPLICATION FOR MORTGAGE LOAN TO INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

N/A OFFICE

Commercial, Industrial, Investment or Residential – 5 or more living units.

REQUEST

Date FEB 1 '72 Amt. Requested 25000 Rate 7½ Term 15 Maturity _____

Endorsement ☑ yes ☐ no If yes, Name(s) _____

Assignment of Rent ☑ yes ☐ no If yes, Tenant INTERNATIONAL INDUSTRIES INC

Amount 1 & a quarter Expires 20 years

APPLICANT

NAME OF APPLICANT THE CREPE TRUST ☑ Corporation ☐ Partnership ☐ Proprietorship (10-86 Forms)

Officers: Ownership Interest

Pres. FERNAND J ST GERMAIN 1 %, Secy. RACHEL M ST GERMAIN 1 %

Vice Pres. _____ % Treas. _____ %

On a proprietorship, delete titles.

Address of Applicant _____

PURPOSE

Purpose of Loan TO PURCHASE FOR INVESTMENT

Alterations Proposed: _____

Contractor _____ COST

Address _____ Purchase Price of Land Yr. _____ $ _____

Contract Price of Bldg. Yr. _____ $ _____

Purchase Price of Prop. Yr. _____ $ 225320

TOTAL COST Yr. _____ $ _____

Source of Down Payment: 40% on (10520 ~

Will there be secondary financing? Yes ☐ No ☐

If yes, Amount: _____ Rate _____ Years _____ To whom _____

Have you applied elsewhere? Yes ☐ No ☐

Required Annual Payments ~~30011.76~~ ~~25375.56~~ ~~29915~~ Required Monthly Payments ~~2500.98~~ ~~2114.63~~ ~~2492.92~~ 2439.00 ~ r/p

References _____

Bank _____

PROPERTY

LOCATION: 1045 RESERVOIR AVE CRANSTON RI

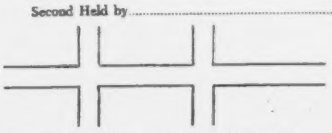
Present Owner _____

Address _____

Present Mortgages on subject property:

First Held by _____

Second Held by _____



Directions to Property _____

(TO BE COMPLETED BY INTERVIEWER)

General Description of Property 12 MASONRY RESTAURANT BLDG CONTAINING 3000 ±

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
9/2	240 T	101 X 200	26000 ±	20436 COMM.

Water Public ☐ Well (Type) ☐

Sewerage Disposal Public ☐ Cesspool ☐ Septic tank ☐

Property Income:

	Week or Month	Year
1st floor		
2nd floor	23 @ 150	
3rd floor		
store(s)	NOT NET	
Other		
TOTAL ANNUAL INCOME		$ 31598.40

Expenses	Year
Taxes Assessed	
Fire insurance inc. E.C.	
Fuel	
Water	
Gas Electric	
Maintenance	
TOTAL ANNUAL EXPENSES	

May Be Inspected: Owner _____ Broker _____ Tel. No. _____

☐ Anytime ☐ Appointment Key at _____

I, we, agree to pay all costs of title examination and/or title insurance and to pay all closing costs. The terms and rate of any approved loan will expire 60 days from the date of commitment.

Application by _____ 30 Oct 72

REV. 4-71

983

INTER OFFICE LETTER

INDUSTRIAL NATIONAL BANK

OF RHODE ISLAND

February 1, 1972

Memorandum to: J. Terrence Murray
Senior Vice President

From: Robert C. Nordstrom
Senior Appraiser

Re: Appraisal of International House of Pancakes

1045 Reservoir Ave., Cranston
A. P. 9/2, Lot 2407 - 100' frontage on Reservoir by 200' or 20,000 sq. ft.; 100' frontage on Knollwood in rear. Zoned Commercial.

The land is improved by a 1-story masonry restaurant building containing approximately 3000 sq. ft. High-pitched gable roof with aluminum simulated shakes.

Exterior appraisal - Individualistic design, chalet style, approximately two years old. Asphalt parking for 30 to 40 cars.

Cost Approach to Value - Restaurant, Class C, Excellent Quality:

Building 3000 sq. ft. @ $42.27	$126,700.	
Depreciation 2%, 35-yr. life, 2 yrs. old	3,550.	
	$123,150.	
Land Improvements	7,500.	
Land 20000 sq. ft. @ $3.00	60,000.	
Total Land and Buildings	$190,650.	say $190,000.

Remarks
Improving commercial and professional location approximately 1/2 mile north of Garden City. Heavy traffic flow. Appraisal based on use as a restaurant (cost approach to value). Value as an office building or retail sales establishment would be less because of the cost of modification and renovation.

3823

RE-00104 REV. 12/71

APPRAISAL REPORT

Commercial, Industrial, Investment or Residential – 5 or more living units.

APPLICANT Fernand J. St. Germain

LOCATION cor. Thayer & Meeting Sts.
Providence, R. I.

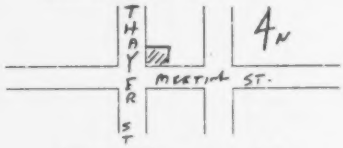
DATE OF INSPECTION 2/16/72

APPRAISAL: Land $ 50000.
Bldg. $260000.
Total $310000.

Street Graded	☒ Yes	☐ No	
Surfaced	☒ Yes	☐ No	
Curbed	☒ Yes	☐ No	
Electricity	☒ Yes	☐ No	
Gas	☒ Yes	☐ No	
Water	☒ Public	☐ Private	Type
Sewer	☒ Public	☐ Private	Type

Purchase Price of Land
Contract Price of Bldg.
Purchase Price of Property $311,400. (1972)
Cost of Improvements
Contractor

LOCATION DATA: SKETCH



LOCATION DATA Corner lot, near business district of East Side; 5 or 6 blocks from Brown University. Thayer St. is one-way.

ZONING Commercial

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
13	30	x	4938 sq. ft.	
		x		
		x		

IMPROVEMENT

TYPE: Restaurant AGE: 1 yr.

NO. OF STORIES 1-story

SIZE & SQ. FTG 3000 sq. ft.

FLOOR PLAN: Restaurant, kitchen, men's and ladies' lavettes, office.

CONSTRUCTION

EXTERIOR:	foundation -	concrete slab
	walls -	masonry
	roof -	aluminum shakes
	framing -	masonry
INTERIOR	walls -	panel and dry
	floors -	carpet
	ceilings -	open
HEATING		forced warm air
AIR CONDITIONING		central
PLUMBING		copper
ELECTRIC		
BUILT INS		kitchen equipment
LOADING FACILITIES		
SPRINKLERS		
ELEVATOR		
PARKING		7 to 8 cars (on-site)

We, the undersigned, hereby certify that we have made a careful examination and evaluation of the real estate herein described

APPRAISER'S SIGNATURES

Walter I. Nuist

OTHER IMPROVEMENTS:

IMPROVEMENTS PROPOSED:

HOLD $

CORRELATION:

& REMARKS

Sale - leaseback arrangement with International House of Pancakes - 12% of cost on a net/net lease for 20 yrs. or $37,372.30 per year. Property in excellent condition. Highly individualistic design (chalet). Limited off-street and on-street parking.

Obtain first security interest under UCC on all equipment and furnishings now held or to be acquired.

INCOME APPROACH

		Per Month	Per Year
Apt. rentals per unit			
Rentable Floor Area	net/net lease - 20 yrs.		
	Est. 3000 sq. ft. @ $12.45 sq. ft.		37372.
		say	37400.
Store Rental per unit	Building Residual - Inwood Annuity		
	Assumed land value	50000.	
	Assumed annual rent	37400.	
	Interest on assumed land value		
Estimated annual rental income	7% of $50,000 or	3500.	
Per Month			
Per Year	Annual net income attributable to bldg.	33900.	
Less % vacancy	Remaining economic life 20 yrs.		
	Interest 12%, then the present worth		
	of $1.00 per annum for 20 yrs. discounted		
Estimated annual expenses	@ 12% is found to be	7469.	
Taxes			
Heat	Building value $33,900 x 7.469	253,200.	
Water & Sewerage	Assumed land value	50,000.	
Gas & Electricity		$303,200.	
Insurance			
Repairs & Maintenance			
Management			
Miscellaneous			
Snow & Rubbish Removal			
Salary			
Estimated net annual income before depreciation	Straight line depreciation		
Estimated annual gross income			
Estimated annual expenses			
Net annual income before depreciation			

Capitalization of Estimated Net Annual Income
$ 37400 capitalized at 7 % interest
5 % depreciation and obsolescence
Value: $311,600.

Land Value:

	acres @	per acre		$
4938	sq. ft. @ $10.00	sq. ft.		50000.
	sq. ft. @	sq. ft.		

Fair value of land & improvements using the income approach.
Land $ 50000.
Bldg. $ 260000. Total 310,000.

COST APPROACH

Replacement cost of bldg. new less accrued depreciation, plus fair land value.

Bldg.	sq. ft. @	sq. ft		$
"	sq. ft. @	sq. ft.		
"	sq. ft. @	sq. ft.		
Blacktop	sq. ft. @	sq. ft.		
Concrete	sq. ft. @	sq. ft.	Total	
Less % depreciation				
			Total	

Fair value of land & improvements using the replacement depreciated cost approach.
Land $
Land Imp.
Bldg. Total $

3824.1

RS-00184 REV. 12/71

Commercial, Industrial, Investment or Residential – 5 or more living units

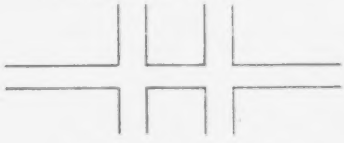
APPRAISAL REPORT

APPLICANT Fernand St. Germain

LOCATION 1045 Reservoir Ave.
Cranston, R. I.

Purchase Price of Land
Contract Price of Bldg.
Purchase Price of Property
Cost of Improvements
Contractor

LOCATION DATA: SKETCH



DATE OF INSPECTION 2/16/72

APPRAISAL: Land $ 60000.
Bldg. $205000.
Total $265000.

Street Graded	☒ Yes	☐ No	
Surfaced	☒ Yes	☐ No	
Curbed	☒ Yes	☐ No	
Electricity	☒ Yes	☐ No	
Gas	☒ Yes	☐ No	
Water	☒ Public	☐ Private	Type
Sewer	☒ Public	☐ Private	Type

LOCATION DATA West side of Reservoir Ave. 1/2 mile north of Garden City. Heavily traveled road. Fronts on two streets. Improving commercial location.

ZONING

Assessor's Plat	Lots	Dimensions	Total Area	Assessments
9/2	2407	100 x 200	20000 sq. ft.	L 7880.
		x		B 47620.
		x		

IMPROVEMENT

TYPE: Restaurant AGE: 2 yrs.

NO. OF STORIES: 1-story

SIZE & SQ. FTG: 3000 sq. ft.

FLOOR PLAN: Restaurant, kitchen, men's and ladies' lavettes, office.

CONSTRUCTION

EXTERIOR:	foundation -	concrete slab
	walls -	masonry
	roof -	aluminum shakes
	framing -	masonry
INTERIOR:	walls -	panel and dry
	floors -	carpet
	ceilings -	open
HEATING:		forced warm air
AIR CONDITIONING:		central
PLUMBING:		copper
ELECTRIC:		
BUILT INS:		kitchen equipment
LOADING FACILITIES:		
SPRINKLERS:		
ELEVATOR:		
PARKING:		30 to 40 cars

We, the undersigned, hereby certify that we have made a careful examination and evaluation of the real estate herein described.

APPRAISER'S SIGNATURES:

OTHER IMPROVEMENTS:

IMPROVEMENTS PROPOSED:

HOLD $

CORRELATION:

& REMARKS Sale - leaseback arrangement with International House of Pancakes - 12% of cost on a net/net lease for 25 yrs. or [illegible] per year. Property in excellent condition. Highly individualistic style building (enamel) Good parking facilities on site.

3825

(Ind (✓ 18 25 594 90

INDUSTRIAL NATIONAL BANK

~~18 595~~

✓ 18 25 595 16

Date: March 12, 1980
Memo to: J. Terrence Murray, President
From: Fred A. Pahl
Re: Reappraisal - Crepe Trust
International House of Pancakes, Inc.

1.

Location : Corner Meeting & Thayer Streets
Providence, RI

Description : Masonry and frame individualistic design (chalet) restaurant building containing 3,000 s/f. Built 1971. On-site parking for nine cars. Street parking. Located in a very busy commercial district. Heavy foot traffic.

Condition : Exterior needs painting.

Lessee : International Industries, Inc.
Date : 2/72
Term : 20 years
Rental : $37,372.30 annual or 5% of gross sales less base rent. No excess has occurred. Bank receives a monthly statement.
Expenses : Lessee pays all including maintenance.

3826

Income Approach - Building Residual - Inwood Annuity

Assume Land Value (4,938 s/f @ $12.00)		60,000
Assume Annual Net before Recapture		
3,000 s/f @ 12.45		37,372
Interest on assumed land value @ 12%		7,200
Annual net income imputable to building		30,172
Remaining economic life - 22 years		
Interest rate 12% - Factor 8.772		
Building Value 30,172 x 8.772	264,668	
Assume Land Value	60,000	
Total indicated value of property	324,668	
Rounded	$325,000	

Cost Approach

Class D (very good) Restaurant	
4,485 x 1.19 x 1.03 = 54.97	
3,000 s/f @ 54.97	164,910
Blacktop 1,938 s/f @ 40¢	775
Total	165,685
16% depreciation	26,509
Net	139,176
Land Value 4,938 s/f @ 12.00	60,000
Total	$199,176

Conclusion:

The income approach is the primary indicator of value. This technique does not reflect functional obsolescence - insufficient on-site parking. The cost approach must be partially considered.

Concluded the fair market value to be $300,000

The purchase price in 1972 was $311,440.

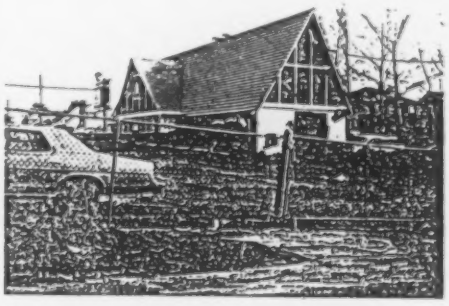
Balance of mortgage $207,458.

II.

Location : 1045 Reservoir Avenue
Cranston, RI

Description : Masonry and frame individualistic design (chalet) restaurant building containing 3,000 s/f. Built 1971. On-site parking for fifty cars.
The location is excellent. Heavily traveled road.

Condition : Exterior needs painting.
Blacktop needs sealing and striping.



Lessee : International Industries, Inc.
Date : 2/72
Term : 20 years
Rental : $31,598.40 assumed or 5% of gross sales less base rent. No excess has occurred. Bank receives a monthly statement.
Expenses : Lessee pays all including maintenance.

Income Approach - Building Residual - Inwood Annuity

Assume Land Value (20,000 s/f @ $5.50		110,000
Assume Annual Net before Recapture 3,000 s/f @ 10.53		31,598
Interest on assumed land value @ 12%		13,200
Assume net income imputable to building		18,398
Remaining economic life - 22 years		
Interest rate 12% - Factor 8.772		
Building value 18,398 x 8.772	161,387	
Assume Land Value	110,000	
Total indicated value of property	271,387	
Rounded	$271,000	

Cost Approach

Class D (very good) restaurant	
44.85 x 1.19 x 1.03 = 54.97	
3,000 s/f @ 54.97	164,910
Blacktop 17,000 s/f @ 40¢	6,800
Total	171,710
16% depreciation	27,473
Net	144,237
Land Value 20,000 s/f @ $5.50	110,000
Total	254,237
Rounded	$254,000

Conclusion:

Fair Market Value	$260,000
Original purchase price in 1972 was	$263,320
Balance of mortgage	$183,882.

FAP/m

CREDIT MEMORANDA

NAME International Industries, Inc.

1/6/72
T.J. Skala
cej

At the request of J. Terrance Murray, Senior Vice President, the writer developed the following on the subject company:

SECURITY PACIFIC NATIONAL BANK, CALIFORNIA

Pat Leany - Assistant V. P. & Loan Officer (213-620-8858)

Mr. Leany who handles the International Industries account stated that the decision to change accounting methods and write down unprofitable operations was in the best interest of the company in the long run. The company is suffering somewhat from "indigestion" due to their rapid growth through acquisition.

In response to my question concerning the prognosis for future success, Mr. Leahy stated that the first quarter of fiscal 1972 which ended in November reflected the beginnings of what he believes will be a major turnaround with a profit shown of $587,000. He added that management expects to remain profitable throughout Fiscal '72, made possible by heavy write-offs of $62,000,000 for fiscal 197-.

They still have some unprofitable facilities, written down in 1971, which are expected to be sold in the current year.

In regards to International House of Pancakes, Mr. Leahy was quite favorable. This operation has been historically very profitable and remains profitable. It is a strong contributor in the International Industries set-up and is well managed.

In concluding, I was informed that Security Pacific is the lead bank in a group of 30 banks which successfully restructured, in March 1971, $90,000,000 in loans. The maturity schedule was stated as $30 million in August 1975
$30 million sinking fund notes for 1986
$30 million for various maturities thereafter

Account balances are maintained in substantial proportions. An annual report will be forwarded to us by Mr. Leahy.

1/24/72
TJSkala:
jct

The writer again called Security Pacific National Bank and asked for Everett Floyd, Senior Vice President. I was referred in his absence to Pat Leany, Vice President, who has the prime responsibility for the account.

I relayed the specifics of the sale and leaseback and asked his opinion of the deal. He stated that it has always been the posture of International [illegible] to sell International House of Pancake facilities on a sale and [illegible] arrangement. Our deal was a standard package and Mr. Leahy felt that the lease should be analyzed from an appraisal of the funds generated by the [illegible] franchained operation.

In response to another question, Mr. Leahy stated that cash flow [illegible] for International Industries was available for the next two years, but that the figures were confidential and he did not want to furnish them [illegible] management [illegible] cash flow [illegible] on the ability to sell [illegible]

3832

CREDIT MEMORANDA

NAME International Industries, Inc.

/22/72 TJSkala: jct cont'd.)	investors. I discussed the lease proposal with Frank Moore who pointed out the increasing competition which exist on Reservoir Avenue. Chello's Restaurant took over operation of Ted's Big Boy on 1/17/72 and a new McDonald's is under construction at 1073 Reservoir Avenue.

INDUSTRIAL NATIONAL BANK
111 WESTMINSTER ST., PROVIDENCE, RHODE ISLAND 02903/401-278-6709

ROBERT A. CROWLEY
VICE PRESIDENT
REAL ESTATE FINANCING DEPARTMENT

March 31, 1975

Mr. Fernand J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island

Dear Mr. St. Germain:

Re: Michael A. Abatuno, Trustee Under Indenture of Trust Dated February 28, 1972, and known as the Crepe Trust, Mortgage No. 18-25-594-90 - 228 Meeting Street, Providence, Rhode Island, and Crepe Trust, Mortgage No. 18-25-595-16 - 1045 Reservoir Avenue, Cranston, Rhode Island

Based upon your present balance and considering a full payout of these loans in seventeen years, your payments will be adjusted to $2,281.00 per month on mortgage #18-25-594-90 and $2,015.00 per month on mortgage #18-25-595-16. This reflects an increase in your present interest rate from 7-1/2% to 8%. The 8% rate reflects the original rate in the Notes executed March 7, 1972.

If the above is agreeable, please acknowledge on the enclosed copy of this letter and return to the undersigned. Should you have any questions, feel free to call me at 278-6709.

Very truly yours,

Robert A. Crowley

RAC/m

ACKNOWLEDGED this _____ day of April, 1975.

By_____

bcc: J. Terrence Murray, Executive Vice President
cc: File

January 16, 1973

Mr. Fernard J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island

RE: Michael A. Abatuno, Trustee Under Indenture of Trust Dated February 28, 1972, and known as the Crepe Trust - Mortgage No. 1C-25-594-90 and 1C-25-595-16

Dear Mr. St. Germain:

Effective with your February, 1973 payment of the above mortgages, the rate of interest will be rebated to 7-1/2%. The mortgage payment shall remain as originally contracted for.

Should you have any questions, please feel free to call me.

Very truly yours,

Robert A. Crowley

RAC/par

INTERNATIONAL INDUSTRIES, INC.
INTERNATIONAL HOUSE OF PANCAKES

1010 South Central Expressway, Richardson, Texas

I. THE PROPERTY $236,550

Sale and Leaseback

A. Lease: International Industries, Inc.
20 years - net annual rent.
(Equals . of purchase price)

B. Land: This corner lot is irregular and has a frontage of 248' on Central Expressway and contains approximately 23133 sq. ft.

C. Improvements: A standard International House of Pancakes restaurant building containing approximately 3,000 square feet. Site is completely improved with block topping, planters, landscaping and lighting.

D. Cost Ratio: Land 37.7% - Improvements 62.3 %

II. LEASE

International Industries, Inc. will enter into a fully net lease for a term of twenty (20) years at a rental of per annum.

III. LESSEE

International Industries, Inc. is a diversified consumer services company with operations in food, retail, service, education and lodging. The company provides products and services primarily through the franchise method of distribution.

International was initially incorporated in California in 1959, growing from one restaurant to over 20 divisions comprising more than 1,200 diversified units in 47 states. The company has been listed on the New York Stock Exchange since 1968.

IV. LOCATION

This location has excellent exposure to the central expressway drawing a great deal of business from this road. An excellent, high income, new residential area as back up, and its proximity to the major installation for Texas Instruments, with many thousands of engineering class employees, enhance the volume of the store.

V. USE OF SUBJECT PROPERTY

The property is developed as a prime full service family restaurant for one of International Industries, Inc. subsidiary companies, the International House of Pancakes, featuring a highly diversified menu to please every taste, at moderate prices, and served in a warm and comfortable atmosphere. The restaurant has only recently opened and volume figures indicate this will be a highly successful location.

This description is for information purposes only and does not constitute part of [illegible]

CAL ES-403

Lawyers Title Insurance Corporation

Escrow No. 4- LAN 3083

MICHAEL A. ABATUNO, TRUSTEE OF CREPE TRUST — Los Angeles National Branc

Legal Description IHOP - Richardson, Texas — Documents Recorded July 10, 1972

ESCROW STATEMENT

	DEBITS	CREDITS
Deposits — Cash N/A		1,000 00 ✓
Total Consideration for Deed	237,500 00 ✓	
Paid Outside of Escrow (as indicated in escrow instructions)		
Unpaid Principal Balance — Trust Deed of Record		
Note and Trust Deed to Lender ($)		
Less Lender's charges deducted from loan proceeds ($)		
Net Loan Proceeds Deposited		
New Note and Trust Deed		236,550 00 ✓
Adjustment on unpaid balance of Trust Deed from $ to $		
Pro Rata Interest at % on $ from to		
Pro Rata Taxes $ from to		
Pro Rata Rents $ 21 days @ $80.65 from 7/10 to 7/31		1,693 65 ✓
plus one month - August		2,500 00 ✓
Pro Rata Insurance Premium $ from to		
Adjustment of Impounded Funds		
Demand for reconveyance of trust deed — principal		
Interest on $ at % from to		
Demand for reconveyance of trust deed — principal		
Interest on $ at % from to		
Abatuno Fee for preparation of documents		532 00
Commission		
Policy of Title Insurance Mortgagee policy	15 00 ✓	
Documentary Transfer Tax		
Service Charge for Beneficiary's Statement/Demand (Paid Lender)		
Reconveyance Fee (Paid Trustee)		
Recording Deed Trust Deed Reconveyance		
Recording Old Stone and Gulf Coast Documents and Deed	40 00 ✓	
Paid Taxes Assessments		
Tax Service		
Notary Fees		
Escrow Fee — Sale Loan	317 25 ✓	
Documents		
Check Herewith	4,401 40 ✓	
000153		
TOTAL	242,275 65	242,285 75

AT Sm 2-70

REAL ESTATE MASTER LEASE

THIS LEASE, made this 11th day of April, 1972, by and between MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, or his successor(s) and assigns, hereinafter referred to as LANDLORD and INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, with its office and principal place of business at 9808 Wilshire Boulevard, Beverly Hills, California 90212, hereinafter referred to as TENANT.

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT and TENANT hires from LANDLORD for the term and according to the covenants and conditions contained herein all that certain land together with the improvements thereon at 1010 South Central Expressway, Richardson, Texas,

and more particularly described in EXHIBIT A, which description is attached to and made a part of this lease (all of the foregoing hereinafter referred to as the PREMISES).

2. ASSIGNMENT OF SUBLEASES: LANDLORD hereby assigns to TENANT all of LANDLORD's right, title and interest in and to the sublease affecting the premises now in existence for the remainder of the terms thereof, which is attached to this lease and more

000159

daily rate based upon a thirty (30) day month.

The fixed minimum annual rental shall not be subject to reduction during the term of this lease; however, in addition to the monthly rental agreed to be paid by TENANT, TENANT shall and will pay to LANDLORD, at the time and in the manner specified in this lease, an additional rental in an amount equal to five per cent (5%) of the amount of TENANT's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term hereof, less the aggregate amount of the monthly rental previously paid by the TENANT for said calendar year.

Within thirty (30) days after the end of each semi-annual period of the term hereof, commencing with the 30th day following the first June 30 or December 31 of the term hereof, and ending with the 30th day of the month next succeeding the last month of the lease term, TENANT shall furnish to LANDLORD a statement in writing, certified by TENANT to be correct, showing the total gross sales made in, upon or from said building during the preceding semi-annual period, and shall accompany each such statement with a payment to LANDLORD equal to five per cent (5%) of the total quarterly gross sales made in, upon or from the said building during each such semi-annual period, less the rent previously paid for such semi-annual period, and less the deductions and credits hereinafter provided for. Said payments of percentage

00016

rental shall be adjusted annually as of December 31 of each year and at the end of the term of this lease, so that the total rent payable during such calendar year shall be the greater of either (a) the minimum annual rent for said year, or (b) five per cent (5%) of gross sales during said year.

The term "gross sales" as used herein shall include the entire gross receipts of each kind and nature from sales and services made in, upon or from the said building, whether upon credit or for cash, whether operated by the TENANT or by a subtenant, or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers, and the amount of all State of ~~Rhode Island~~ Tax sales tax which have to be accounted for by Lessee or by any subtenant or concessionaire to the State of ~~Rhode Island~~ Tax. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period during which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery. The term "gross sales" shall not include sales from coin-operated vending machines.

The TENANT shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concession at any time operated in the said premises. The LANDLORD and his agents and employees, upon reasonable notice, shall have the right at any time and all times, during regular business hours, to examine and inspect all of the books and records of the TENANT (including any sales tax reports) pertaining to the business of the TENANT

000162

conducted in, upon or from the said premises which TENANT shall produce upon demand by LANDLORD or LANDLORD's agents for the purpose of investigating and verifying the accuracy of any statement of gross sales. The LANDLORD may once in any lease year cause an audit of the gross sales of TENANT to be made by an independent certified accountant of LANDLORD's selection, and if the statement of gross sales previously made to LANDLORD by TENANT shall be found to be understated by more than two per ent (2%), TENANT shall immediately pay to LANDLORD the cost of such audit not to exceed Seven Hundred Fifty Dollars ($750.00) as well as the additional rental shown to be payable by TENANT to LANDLORD; otherwise, the cost of such audit shall be paid by LANDLORD.

5. THE BUSINESS. LANDLORD hereby acknowledges that INTERNATIONAL INDUSTRIES, INC., its divisions, affiliates and subsidiaries, hereinafter referred to collectively as INTERNATIONAL, are engaged in the business of franchising, licensing and operating pancake houses, hereinafter called the BUSINESS. TENANT agrees that the premises shall be used solely as a pancake house or restaurant and for no other purpose; LANDLORD further acknowledges that the buildings in which the BUSINESS are operated are painted with a unique combination of colors, namely, blue, white and persimmon, and have unique logos and drawings, and turnposts of novel design. LANDLORD further acknowledges that said distinctive features, through extensive advertising, promotion and use,

000167

as well as uniformity of service, products and business methods, have become identified by the public throughout the nation with INTERNATIONAL's operations and have acquired a secondary meaning, indicating said INTERNATIONAL's operations. INTERNATIONAL has thereby acquired property rights of great value in the distinctive features and all trademarks, trade names, trade secrets, signs and symbols relating thereto which can be protected only by confining the use thereof to buildings housing the business operated by INTERNATIONAL or its franchisees or licensees. It is, therefore, agreed that the use of said distinctive features in a building housing any business other than the business operated by INTERNATIONAL, its franchisees or licensees will cause irreparable injury to INTERNATIONAL, its franchisees and licensees for which there is no adequate remedy at law.

LANDLORD further agrees for the benefit of TENANT and INTERNATIONAL that if, for any reason other than TENANT'S default this lease be terminated by lapse of time or otherwise, TENANT may at its own expense, remove the distinctive features hereinabove enumerated from said building, substituting colors selected by the LANDLORD in place thereof. In the event of a breach of this agreement by LANDLORD, LANDLORD agrees that TENANT or INTERNATIONAL will be entitled to an immediate injunction from a court of equity to compel LANDLORD to comply with this agreement and to prevent LANDLORD from making or permitting any use of the demised premises until LANDLORD has so complied. 000161

All of the rights of the tenant under the provisions of Section 5 set forth above shall be conditioned upon, and subject to, the TENANT complying with its obligations under this lease and not committing any breach of, or default under, the provisions

of this lease. Further, the LANDLORD shall have no responsibility for any violation of the provisions of this section by any person other than himself.

6. USE OF PREMISES. TENANT shall use the premises for the purpose of conducting thereon the business or incidental purposes related thereto, or for any other legally permissible restaurant business; provided, however, that TENANT shall not use the premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

7. LIABILITY FOR DAMAGES: TENANT, as a material part of the consideration to be rendered to the LANDLORD, hereby waives all claims against the LANDLORD for damage to goods, wares and merchandise, in, upon, or about the premises, and for injuries to persons in or about the premises from any cause arising at any time. The TENANT further agrees on the commencement of the term of this lease to take out public liability insurance covering the premises. Said policy or policies shall be for an amount of at least three hundred thousand dollars ($300,000.00) for death or injury to one person, and five hundred thousand ($500,000.00) for death or injury to two or more persons, plus fifty thousand dollars ($50,000.00) property damage, which said policy or said policies of insurance shall name the LANDLORD as an additional assured thereunder, and TENANT agrees to maintain same at TENANT's sole cost and expense in full force and effect during the entire term of this lease. TENANT shall furnish the LANDLORD with a copy of such insurance coverage, or with a certificate of the company issuing such insurance, certifying that the same is in full force and effect. The TENANT may, at its option, bring

its obligations to insure hereunder under any so-called blanket policy or policies of insurance; provided, however, that the interests of the LANDLORD shall be as fully protected thereby as if TENANT obtained individual policies of insurance. Each policy or certificate of insurance which shall be issued pursuant to the provisions of this section shall be issued by an insurance company that shall be licensed to do business in the state where the premises are located, and shall be a company that shall be acceptable to LANDLORD. The LANDLORD shall be reasonable in the exercise of his discretion in giving or withholding approval of any such insurance company.

8. COVENANTS AGAINST LIENS; INSPECTION. TENANT shall indemnify and save LANDLORD harmless from and against any lien or claim of lien attached to or upon the premises or any part thereof by reason of any act or omission on the part of the TENANT.

LANDLORD, or LANDLORD's agent, shall at all reasonable times have the right to enter upon the demised premises for the purpose of inspecting the same, and for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect LANDLORD or the premises against mechanics' or materialmen's liens, or charges, or other liens or charges which might or could arise out of the use of the premises by TENANT, or the construction of the improvements or the making of alterations or repairs to the premises.

9. BANKRUPTCY OR INSOLVENCY. If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the TENANT, and result in an adjudication or bankruptcy, or if the TENANT shall file, or any creditor of the TENANT shall file any petition under Chapter X or Chapter XI of the Bankruptcy

691000

Act of the United States of America, as the same are now in force or may hereafter be amended, and TENANT be adjudicated bankrupt, or if a receiver or trustee of the business or assets of TENANT be appointed and such appointment be not vacated within thirty (30) days after notice thereof to TENANT, or if the TENANT makes an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or keeper takes possession of the premises or assets located thereon by virtue of any attachment or execution proceedings and offer same for sale publicly, then LANDLORD may, at its option, in either or any of such events, terminate this lease. Upon such termination all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto LANDLORD shall have all rights provided by the bankruptcy laws relative to the proof of claim on an anticipatory breach of an executory contract.

10. ASSIGNMENT. TENANT may not assign this lease in whole or in part without first obtaining the prior written consent of LANDLORD, which consent shall not be unreasonably withheld: provided, however, the giving of consent by the LANDLORD shall not release the TENANT from its primary liability for the full and complete performance of the TENANT's obligations under this lease; and, provided further, that TENANT may, without such consent, assign this lease in whole or in part as security or otherwise to any corporation controlled by, controlling or under common control with TENANT (it being understood that TENANT shall remain liable hereunder) or to any surviving corporation

000167

resulting from a merger or consolidation of the TENANT with any other corporation or to any corporation which purchases or otherwise acquires all or substantially all of the assets of the TENANT. Any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment by TENANT other than in accordance with this Section 10 shall be voidable by LANDLORD for a period of sixty days after acquiring knowledge by written notice of such assignment; provided, however, failure on the part of the LANDLORD to take any action within said sixty-day period shall not be deemed to release the TENANT from primary liability under the terms of this lease.

TENANT or its assignees shall have and is hereby given, the unqualified right and privilege at its option of subletting the demised premises, in whole or in part, subject to all of the rents, terms and conditions of this lease. It is specifically understood and agreed by and between LANDLORD and TENANT that any subletting which TENANT or its assignees make, as permitted herein, shall in no event relieve TENANT of the obligations of TENANT hereunder, and that the right of subletting shall be that of TENANT or its assignees only, and shall not extend to any subtenant.

11. TAXES. TENANT shall pay or cause to be paid before delinquency all taxes, assessments, or charges and in such event shall indemnify and hold LANDLORD harmless from any cost, expense or penalties in connection therewith. LANDLORD shall authorize and instruct the assessing and taxing authorities to forward all such tax bills to TENANT. TENANT shall furnish LANDLORD with proof of payment of taxes within thirty (30) days after the taxes

000167

10.

are paid.

12. DEFAULT. If TENANT shall fail to make any payment of rent, or of taxes, interest on taxes, or insurance premiums, within ten (10) days after same shall be due under the provisions of this lease, the TENANT shall be considered in default. In such an event, the payment of rent shall be subject to a five per cent (5%) late charge, which sum shall be considered as additional rent due for the month during which said default occurred. In the event of the TENANT's failure to pay the rent (including the late charge), or the taxes, the interest on taxes, or insurance premiums required of it, for a period of thirty (30) days, the LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. With regard to any default other than arising from the failure of tenant to pay rent, taxes, interest on taxes, or insurance premiums, the TENANT shall have thirty (30) days after receipt of written notice from LANDLORD to cure said default, or a reasonable time after receipt of such notice if such default could not be cured within thirty (30) days by TENANT's diligent efforts. In the event of TENANT's failure to cure said default within the time provided, LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. Also, in the event of the TENANT's failure to cure any of the defaults hereinbefore provided, within the time hereinbefore provided, LANDLORD may, at its option, at any time thereafter during the continuance of such default, declare this lease terminated, re-enter and take possession of the premises pursuant to applicable provisions of

000169

law.

Should LANDLORD be required to enforce the provisions of this lease against TENANT in any judicial proceedings, or to retain the services of an attorney in connection with the enforcement of LANDLORD's rights hereunder, or in the event LANDLORD shall terminate this lease for any breach, in addition to any other remedies LANDLORD may have, LANDLORD may recover from TENANT all the damages LANDLORD may incur by reason of such breach, including reasonable attorney's fees and cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.

LANDLORD agrees that if LANDLORD fails to pay any installment of taxes, or assessments (other than provided for herein to be paid by TENANT) or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the premises and to which this lease may be subordinate when any of the same become due, or in any other respect fails to perform any covenant or agreements in this lease contained on the part of LANDLORD to be performed, then and in any such event or events, TENANT, after the continuance of any such failure or default for thirty (30) days after notice in writing thereof is given by TENANT to LANDLORD, may pay said interest, principal, costs, and other charges and cure such defaults all on behalf of and at the expense of

000170

LANDLORD and make all necessary payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have been brought, the LANDLORD agrees to pay to TENANT forthwith the amount so paid by TENANT, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law, and agrees that tenant may withhold any and all rental payments and other payments thereafter becoming due to LANDLORD pursuant to the provisions of this lease or any extension thereof, and may apply the same to payment of such indebtedness of LANDLORD to TENANT until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude TENANT from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof, there shall be any sums owing by LANDLORD to TENANT, this lease may at the election of TENANT be extended and continued in full force and effect until March 31st of the year following the date when the indebtedness of LANDLORD to TENANT shall have been fully paid.

The TENANT agrees that if TENANT fails to pay any taxes or assessments required to be paid by the TENANT under any provisions of this lease, or the TENANT shall fail to maintain the interior or exterior of the premises as required by this lease, LANDLORD may pay such tax or assessment, and pay for the proper maintenance and repair of the premises, and make all necessary

00017

payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have to be brought, and TENANT agrees to pay to LANDLORD, as additional rent, all such amounts so paid by LANDLORD, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law; provided, however, that with regard to the maintenance and repair of the building, LANDLORD shall not make any payments in connection therewith until after the continuation of TENANT's failure or default for thirty (30) days after notice in writing thereof is given by LANDLORD to TENANT, except in the case of emergency repairs which may be necessary to temporarily preserve the premises after any serious casualty or act of God.

13. NON-DEFAULT OF TENANT. It is understood and agreed that LANDLORD may transfer title to the premises described in EXHIBIT A, subject to the terms and conditions provided herein; provided, that in the event of any change in or transfer of title of LANDLORD in or to the demised premises, or any part thereof, whether voluntary or involuntary, or by the act of LANDLORD or by operation of law, TENANT shall be under no obligation to pay rents thereafter accruing until notified in writing by LANDLORD, his heirs, executors, administrators or successors or assigns, of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be in any sense a default upon

the part of TENANT.

14. UTILITIES. TENANT shall pay directly to the applicable company the cost of all utilities consumed on the premises, including but not limited to power, electricity, gas, water, and telephone. In the event the TENANT shall request the LANDLORD to convey any utility easements reasonably required in connection with TENANT's operation of the BUSINESS from the premises, LANDLORD shall notify TENANT of his decision concerning said request within thirty (30) days after LANDLORD shall receive such request, in writing, from TENANT, and LANDLORD will not unreasonably withhold his consent to any such request. In the event LANDLORD shall fail to notify TENANT within thirty (30) days of his answer to said request, and only in that event, LANDLORD hereby appoints TENANT his attorney in fact to execute any and all documents required to convey required utility easements in, on, under and over the premises in all manners permitted by this lease and further agrees to cooperate with TENANT and execute those documents required to be executed by LANDLORD to obtain such utility easements.

15. INSURANCE WAIVER. LANDLORD hereby expressly waives any and all claims against TENANT for loss and/or damage arising or resulting from the occupancy of the demised premises and/or from any operation conducted therein or thereabouts caused by fire and/or other perils insured under standard form fire insurance policies with extended coverage endorsements regardless of the cause of such damage, including damage resulting from the negligence of TENANT or its agents, servants, employees or invitees;

000132

provided, however, the aforedescribed waiver by the LANDLORD shall occur only to the extent that any such damage and loss shall be paid by the insurance company that shall have issued said insurance policies.

16. INSURANCE. TENANT will, at TENANT's own cost and expense, carry and maintain fire insurance with extended coverage endorsement and flood insurance, if available, for the benefit of LANDLORD and TENANT on all buildings erected upon the premises in an amount equal to one hundred per cent (100%) of the full insurable value thereof, excluding foundation and excavation costs. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by TENANT in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to LANDLORD and TENANT as their respective interest may appear. The initial policies or certificates evidencing said insurance shall be delivered to the LANDLORD within thirty (30) days of the signing of the lease, and any replacements therefor shall be delivered at least ten (10) days prior to expiration of termination of any coverage then in force. In the event such insurance shall not be provided LANDLORD as hereinbefore provided, the LANDLORD shall have the option of purchasing same and the cost, plus interest at the maximum legal rate, shall be due from TENANT as additional rent on the first day of the month next following such purchase.

TENANT may, at its option, bring its obligations to insure this section within the coverage of any so-called blanket policy or policies of insurance which TENANT may now or hereafter carry,

000174

by appropriate amendment, rider endorsement, or otherwise, provided, however, that the interest of LANDLORD shall thereby be as fully protected as they would be otherwise if this option to TENANT to use blanket policies were not permitted. Copies of certificates of any such policies shall be delivered to LANDLORD within thirty (30) days after the commencement of this lease. All such policies shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except by compliance with ~~Rhode Island~~ Texas law, after written notice to the LANDLORD.

All such policies and certificates shall be issued by insurance companies that shall be acceptable to both LANDLORD and to any lending institution that shall hold or accept a mortgage on the premises; provided, however, LANDLORD agrees that he will not unreasonably withhold his approval of any insurance company designated by TENANT. All such policies and certificates shall be issued by insurance companies that shall either be licensed to do business in the state where the premises are located, or that shall provide the LANDLORD with a legally binding undertaking granting the LANDLORD the option of filing any suit under the policy in the State of ~~Rhode Island~~ Texas.

17. DESTRUCTION OF BUILDING. If the building on said premises shall be damaged or rendered untenantable by fire or other casualty or as a result of any act of God, TENANT shall repair or replace said building so that TENANT may continue in occupancy. There shall be no abatement in rent, nor any reduction in rent, during the period of time that the premises shall be damaged or rendered untenantable. TENANT shall have the access to any

insurance proceeds available by reason of such damage or destruction to the building. It is further understood and agreed that in case of any damage or destruction occurring during the last five (5) years of the original term of this lease, or during any extension of the term, to the extent of fifty per cent (50%) or more of the insurable value of the building, TENANT may, at TENANT's option, to be evidenced by notice in writing given to LANDLORD within thirty (30) days after the occurrence of such damage or destruction, in lieu of repairing or replacing said building, elect to terminate this lease as of the date of the damage or destruction, in which event LANDLORD shall be entitled to receive the proceeds of any insurance representing the insured value of the building exclusive of any such proceeds which are attributable to the furniture, fixtures and equipment of TENANT referred to in section 22 below, which such latter proceeds shall belong to TENANT. In the event the TENANT shall elect to terminate the lease during the last five (5) years as a result of damage or destruction as hereinabove provided, and in the further event that the insurance proceeds shall be insufficient to fully repair said damage or to replace said building, then TENANT shall, as an additional condition to its right to terminate the lease, pay to LANDLORD the difference between the insurance proceeds and said cost of repairing or replacing the building.

18. CONDEMNATION. If all of the premises shall be taken or condemned for a public or quasi-public use, this lease shall terminate as of the date that possession shall vest in the

000176

condemnor. In the event of such termination, both parties shall be released from any and all further obligation hereunder, and all of the proceeds paid by the condemning authority for the taking shall be the property of the LANDLORD.

If any part of the premises, but less than all, shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is reasonably suitable for the use of the premises made by TENANT immediately prior to such condemnation, this lease shall continue in full force and effect for the balance of the term thereof; provided, however, that the annual rental paid by TENANT shall be reduced by an amount equal to twelve (12%) of the net proceeds received by the LANDLORD from the condemning authority for the taking, said net proceeds to be the amount paid by the condemning authority less attorney's fees, costs and expenses incurred by LANDLORD in connection therewith.

In the event so much of the premises is taken or condemned that, in the reasonable judgment of TENANT, the aforesaid use by TENANT shall be substantially impaired, then the TENANT shall have the option of either:

a. Continuing the lease upon the reduced rental formula provided for above; or

b. Terminating the lease by purchasing in fee simple title to the premises from the LANDLORD for the sum of Two Hundred Fifty Thousand Dollars ($250,000), for the premises at 1010 South Central Expressway, Richardson, Texas, described in Exhibit A attached hereto.

000177

The TENANT shall have thirty (30) days from the date that possession shall vest in the condemnor within which to exercise the above options. In the event that TENANT shall fail to give LANDLORD written notice of its intention within said thirty (30) day period, then the TENANT shall be conclusively presumed to have designated the option contained in subparagraph a. above, it shall accompany said notice with a deposit equal to ten per cent (10%) of the purchase price, and shall within thirty (30) days thereafter pay the balance of the purchase price, less any mortgage which may then encumber the premises, to the LANDLORD in cash. The LANDLORD shall convey good and marketable title to the TENANT subject only to:

(1) The unpaid principal balance of any mortgage for which the TENANT shall receive credit against the purchase price; and

(2) Any other conditions of title which existed at the time LANDLORD acquired title, or were subsequently caused by or consented to by the TENANT.

19. SHORT FORM LEASE. Simultaneously with the execution and acknowledgment of this lease, the parties shall execute a "short form" lease for recording purposes. In no event shall such "short form" set forth the rental or other charges payable by the TENANT under this lease, and such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms

 000179

and conditions of this lease. In the event that LANDLORD or TENANT shall terminate and cancel this lease pursuant to the provisions contained herein for any cause other than LANDLORD's breach thereof, TENANT shall prepare, execute, and deliver to LANDLORD a release and cancellation of this lease.

20. SUBORDINATION. TENANT agrees upon request of LANDLORD to subordinate this lease and its rights hereunder to the lien of any mortgage, deed of trust or other voluntary hypothecation charged against the premises or any land, building or improvements included therein, or of which the premises are a part, or any portion or portions thereof, which mortgage, deed of trust or other voluntary hypothecation is to be recorded. TENANT further agrees to execute at any time and from time to time such documents as may be required to effectuate such subordination; provided, however, that TENANT shall not be required to effectuate such subordination or other documents hypothecating any interest in the premises unless the mortgagee, or hypothecary creditor named in such mortgage shall first agree in writing that so long as TENANT is not in default of any of the terms, covenants or conditions of this lease, neither this lease nor any of the rights of TENANT hereunder shall be terminated or modified or be subject to termination or modification by virtue of any provision of such mortgage, or other hypothecation, or any sale of the premises upon foreclosure or other exercise of remedies by such mortgagee, beneficiary or hypothecary creditor.

21. ALTERATIONS AND IMPROVEMENTS. TENANT may, provided the value of the premises is not thereby impaired, at its option, make improvements of the premises or may install or replace

000179

equipment, lighting, partitioning or furnishings within the premises at its sole cost and expense as may be required by the business conducted therein. All furniture and equipment other than air conditioning, heating and lighting systems so installed shall remain the property of TENANT and may be removed from the premises at any time during the term or at the termination of TENANT's occupancy hereunder, provided that the lease shall not be in default, and provided that any damage caused by such removal shall be repaired by TENANT. TENANT may elect not to remove any or all of such equipment and furnishings in which case the same shall become the property of LANDLORD upon TENANT's surrender of the premises. TENANT agrees that any and all alterations or additions shall be made in compliance with the building codes and ordinances, laws and regulations applicable to the premises; provided, however, there shall be no structural changes to the building without the LANDLORD's consent, which consent will not be unreasonably withheld. Should a building permit or other permit be required by TENANT to accomplish said improvements, LANDLORD will not unreasonably refuse to execute all documents required to obtain said permit, including dedication documents if such are required to obtain said permits.

22. PERSONAL PROPERTY. It is agreed that all furniture, fixtures and equipment installed by TENANT in the premises shall at all times be and remain personal property, regardless of the method in which the same is affixed to the premises and may be removed by TENANT at the expiration or sooner termination of this

lease; provided this lease shall not then be in default. TENANT shall, at its expense, repair any damage to the building caused by such removal. It is agreed that the air conditioning, heating and lighting systems contained in the building may not be removed unless they are replaced with better systems, and all such systems when installed in the building shall, upon the termination of this lease, become the property of the LANDLORD.

The LANDLORD is hereby granted a lien on all of the personal property of the TENANT in the building, which lien is given to secure the performance by the TENANT of all of its obligations hereunder. The LANDLORD agrees to subordinate his lien once on each item of furniture, fixtures and equipment installed on the premises by the TENANT, said subordination to be given at the time of the initial purchase of any item of furniture, fixtures and equipment, or subsequent to its initial purchase, but in any event such subordination shall be given only once on any individual item of personal property. Further, no such subordination shall be given with regard to the air conditioning, heating and lighting systems installed in the building. Further, any such subordination shall be conditioned upon the party to whom said subordination is given agreeing to repair any damage which may be caused to the premises upon the removal of said personal property by said third party. LANDLORD shall execute any waivers, consents, or other documents reasonably required by TENANT or any third party to effectuate the terms of this section.

000181

23. COVENANT OF QUIET ENJOYMENT. LANDLORD covenants and agrees to and with TENANT that at all times when TENANT is not in default under this lease and during the term of this lease, TENANT's quiet and peaceable enjoyment of the premises shall not be disturbed or interfered with by LANDLORD or any person claiming by, through or under LANDLORD.

24. SIGNS. TENANT may affix, erect and maintain on the premises such signs or advertisements as TENANT shall deem reasonably necessary to the conduct of its business; provided, however, that the cost of erection and maintenance of any such sign or advertisement shall be the responsibility of TENANT.

At the expiration or termination of this lease, and provided this lease shall not then be in default, TENANT may, at its option, remove all signs and other identifying logos from the premises and repaint the building with colors selected by the LANDLORD so as to eliminate TENANT's distinctive color combinations. Provided the lease shall not be in default, LANDLORD shall not thereafter permit such distinctive colors or color combinations, signs or other identifying marks, to be used on the premises. Any such removal of signs and other identifying marks from the premises and repainting of the building shall be done within ten (10) days after the termination of the lease.

25. HOLDING OVER. Any holding over by TENANT after expiration of the term hereof or any extension thereof shall be construed as a tenancy from month to month, subject to all the conditions of this lease and at the rental rate effective as of the last month

000182

66-076 O—87——33

of the term expired. Either party may terminate such month to month tenancy by giving to the other thirty (30) days written notice of its intent to terminate.

26. SURRENDER. In the event of the return of the premises to the LANDLORD in a damaged condition as a result of a casualty or act of God, the damage shall be repaired by the TENANT or the cost thereof paid by the TENANT and its insurer as provided in Section 17 hereof.

27. RIGHTS OF PARTIES. Either LANDLORD or TENANT may from time to time at its option exercise all rights or remedies which either may have at law or in equity and nothing herein contained shall be construed as in any way abridging or waiving such rights or remedies; and any consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this lease, or as to any breach or default hereunder by the other party hereof, shall not constitute or be construed as a waiver of the former party's right to enforce performance of the conditions and terms hereof at all other times.

28. NOTICES. Any written notice provided to be given under this lease to LANDLORD shall be given to LANDLORD at the above address and any notice given to TENANT shall be addressed to TENANT at TENANT's office and principal place of business. Such notice shall be given by United States mail, certified or registered return receipt requested, properly addressed and postage prepaid. The address of either party may be changed by written notice to the other.

29. CONTEST OF LIENS AND ENCUMBRANCES BY TENANT. TENANT shall

have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanic's laborer's, or materialmen's lien or other claimed lien or encumbrance. Such contest shall be made in the manner and subject to all the terms and conditions set forth in Section 11 (Taxes) as though such contest were a contest of the validity or amo9nt of a payment of additional rent.

30. BINDING FUTURE PARTIES. Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.

31. CONSTRUCTION OF WORDS. Wherever the singular number is used herein, the same may include the plural if the context so requires, and any gender used herein may likewise include any other gender.

32. SECTION HEADINGS. Section headings contained herein shall in no way limit or restrict the interpretation to be placed upon any word or phrase following each heading.

33. NO ORAL MODIFICATION. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

34. MAINTENANCE. TENANT shall keep the interior and exterior of the buildings and appurtenances, along with the parking lot and grounds, which are a part of the demised premises, in good repair and condition, clear of ice and snow or any other slippery substances, at TENANT's sole cost and expense throughout the term of this lease.

00013!

35. CONDITIONAL LIMITATIONS. Each covenant of LANDLORD shall be a condition to the performance of TENANT's obligations hereunder. Each covenant of TENANT shall be a condition to the performance of LANDLORD's obligations hereunder.

36. NET LEASE. It is the intention of the parties that this lease shall be a "net lease" to the LANDLORD, and that any and all expenses incurred in the maintenance, repair and operation of the premises as a pancake house or restaurant or for any other purpose, shall be paid by TENANT.

IN WITNESS WHEREOF, the parties have duly executed this lease the day and year first above written. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

LANDLORD

By _____
Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the Crepe Trust

TENANT

INTERNATIONAL INDUSTRIES, INC., a Delaware corporation

By _____ Title

(corporate seal)

Attest: _____ Title
Asst Sec.

000185

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the Crepe Trust.

WITNESS my hand and official seal in the County and State last aforesaid this day of , 1972.

Notary Public
My commission expires:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. A. Resnick and W. J. Weinstock as Vice President and Asst. Secretary respectively of INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged to me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11 day of April , 1972.

OFFICIAL SEAL
BONNIE L. NIGRO
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Mar. 16, 1975

Notary Public
My commission expires: 3-16-75

STATE OF CALIFORNIA
County of Los Angeles

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles, which Court is a Court of Record, (General)

having by law a seal, do hereby certify that BONNIE L. NIGRO

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the principal place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at Los Angeles, California, April 12, 1972

000186

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court of the State of California for the County of Los Angeles.

By G. J. Butler, Deputy

46C329H— Cal. 5-71

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between Thor Corp. of Richardson, Texas, a corporation, hereinafter called "Sublessor" and DONALD FIDDLE, hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its Landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting thereon an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be fifteen (15) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall take possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 370.00, payable on Monday of each week, following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as above, and a percentage rental equal to ten percent (10%) of the excess of Four Thousand Dollars ($4,000.00) based on Sublessee's gross sales for the preceding week, [illegible] the amount of all sales of food, foods, [illegible] or on credit, if or credit, whether or not payment is received therefore. There shall be deducted from gross sales for purposes of said calculation, but only to the extent they have been included in the amount of all sales tax receipts or similar receipts which by Law are chargeable to or against customers, and the amount of any actual refunds, exchanges, overages allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed, [illegible] all increases in real property taxes [illegible] be within the taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee relating to [illegible] shall be open to the inspection of Sublessor at all reasonable business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

COUNTY CLERK'S MEMO: PORTIONS OF THIS DOCUMENT NOT REPRODUCIBLE WHEN RECORDED

000196

V

REPAIRS AND MAINTENANCE

[illegible]

insurance in a sum not less than $100,000 for injury to one person, and not less than $300,000 for injuries to more than one person arising out of the same casualty, and insurance against damage to property in a sum not less than $25,000. All said policies shall be issued for the benefit of Sublessor, Sublessee and Landlord, and shall be carried and maintained with standard solvent stock or mutual insurance companies.

VII

ASSIGNMENT

Sublessee shall not assign or hypothecate this sublease, or any interest therein, or any portion thereof, nor shall Sublessee sublet any portion of the demised premises nor permit any other person (the agents and employees of Sublessee excepted) to occupy or use said premises or any part thereof, without first having obtained the written consent of Sublessor. This sublease shall not, nor shall any interest therein, be assignable, as to the interest of Sublessee, by operation of law, without the written consent of Sublessor.

VIII

REMEDIES OF SUBLESSOR ON DEFAULT

In the event of any breach of this sublease by Sublessee, then Sublessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sublessee. Should Sublessor at any time terminate this sublease for any breach, in addition to any other remedy it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this sublease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Sublessee to Sublessor. The remedies herein stated shall not be deemed to be exclusive, but are cumulative of and in addition to all other remedies Sublessor may have at law or in equity.

IX

NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by registered or certified mail with return receipt requested, postage prepaid. Any notice to Sublessor shall be in duplicate. One copy shall be addressed to it at 6525 Lankershim Boulevard, North Hollywood, California, Attention: Director of Operations, and the other copy shall be addressed to it at the regional office for the Sublessor closest to the demised premises. Any notice to Sublessee may be addressed to him at the address of the demised premises. Either party may designate another address at any time by appropriate written notice to the other.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this sublease this 16th day of June, 19 67.

"SUBLESSOR"

Thop Corp. of Richardson, Texas

by

"SUBLESSEE"

COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

ADDENDUM

Addendum to that Sublease (or Lease) made the 16th day of June, 19 67 by and between Thop Corp. of Richardson, Texas hereinafter called Sublessor and Donald Riddett hereinafter called Sublessee.

WITNESSETH:

The aforementioned Sublease (or Lease) is hereby amended by deleting Article I and inserting in lieu thereof the following:

I

Sublessor hereby subleases to Sublessee and Sublessee hereby hires from Sublessor on the terms and conditions hereinafter set forth, and subject to all of the terms, conditions, and covenants of any lease now or hereinafter entered into between the Sublessor and its landlord (hereinafter called "master lease"), those certain premises with the appurtenances described in Exhibit "A" attached hereto.

The aforementioned Sublease (or Lease) is hereby further amended by the addition of the following article:

This Sublease and the rights of Sublessee hereunder are expressly subordinate and subject to the lien of any master lease, mortgage, deed of trust or other voluntary hypothecation now or at any time hereafter charged against the [illegible] any land, buildings or improvements [illegible] parties thereof. Sublessee agrees, upon request of [illegible], to execute at any time and from time to time such documents as may be necessary or appropriate to effectuate the foregoing subordination.

[illegible] (or Lease) this [illegible] day of [illegible], 19[illegible].

SUBLESSOR
Thop Corp. of Richardson, Texas

By [illegible]

[illegible]

[illegible]

COUNTY CLERK'S MEMO:
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

000198

FILED
James E. Ellis
COUNTY CLERK
DALLAS COUNTY

'72 JUL 10 AM 10:21

After recorded please return to:
H.E.T CO.
8312 Mills
Dal.

HEXTER FAIR TITLE CO.

March 21, 2

RECOMMENDATION TO THE BOARD OF INVESTMENT
CONVENTIONAL RESTAURANT BUILDING LOANS
RICHARDSON, TEXAS & BRONX, NEW YORK

BORROWER: Fernand J. St Germain and/or nominee.

Mr. St Germain is one of the state's two members of the U.S. House of Representatives and as such is known to the bank. It is our understanding that Mr. St Germain already owns two properties of this type.

PURPOSE OF LOAN: To provide permanent long term mortgage financing for two existing restaurant buildings to be purchased.

AMOUNTS: $236,550 and $251,850 ($488,400 Total)

RATE: 8%

TERM: 15 years

REPAYMENT: $2,261.02 and $2,407.26 monthly to interest and principal.

APPROVAL TO EXPIRE: June 15, 1972.

LOCATIONS: (1) 1010 South Central Expressway
Richardson, Texas

(2) 4340 Boston Post Road
Bronx, New York

Approved by Board of Investment
on MAR 21 1972
Assistant Secretary of Board of Investment
subject to following additional conditions:

HOME

We have not seen either of these locations but we have been advised that both properties are located in areas developed with commercial and apartment type buildings and that the subject properties conform with the area development.

It should be noted that Richardson, Texas has a population in excess of 30,000 and is a suburb located on the north side of Dallas.

Any commitment that might be issued will be conditioned upon a satisfactory inspection of the properties by a representative of the bank.

SECURITY: (1) Richardson, Texas

Land - an irregular shaped parcel containing approximately 23,133 square feet.

Improvements - consist of a standard International House of Pancakes restaurant building. We are advised that the building is about one year old and contains about 3,000 square feet. In addition, the rest of the site is hard surfaced for parking.

SECURITY: Continued

(2) Bronx, New York

Land - a rectangular parcel containing approximately 15,000 square feet.

Improvements - consist of a standard International House of Pancakes restaurant building. We have been told that the building is about one year old and contains about 3,000 square feet of space. In addition, the rest of the site is hard surfaced for parking.

VALUATIONS:

Although we have a good idea of what the improvements look like and the type of construction utilized we do not feel we should attempt a physical valuation of the properties until they have been seen. We can say, however, that the purchase price for each of these properties is in line with submissions on other similar properties which have been offered to the bank in the past.

We do feel we are in a position to place an economic value on the securities because of the leasing arrangements which have been made and the credit behind the leases.

Both properties are to be purchased by Mr. St Germain and then leased back, on a fully net basis, to International Industries, Inc. The leases will have a 20 year term and will provide for an annual net rental as follows:

Richardson, Texas	$28,386
Bronx, New York	30,223
TOTAL	$58,609

ECONOMIC VALUATIONS:

$651,200 (75% Loan)

Net income of $58,609 capitalized at 9% gives a value of $651,200.

LESSEE:

As mentioned above, the properties are to be leased to International Industries, Inc. This is a diversified consumer services company with operations centered in food, retail, service, education and lodging fields. International was initially incorporated in California in 1959 with a restaurant and now operate 20 divisions made up of about 1,200 units located in 47 states. The company provides its products and services primarily through the franchise method of distribution. Pertinent financial information is shown below.

(000 omitted)

	1971	1970	1969	1968	1967
Assets	$172,577	$228,625	$146,480	$ ---	$ ---
Net Worth	60,840	92,217	85,037	---	---
Revenues	60,031	94,051	58,452	40,104	31,583
Net A/T	(62,572)	8,612	5,992	5,415	2,076

LESSEE:
Continued

It has been explained that the large drop in revenues and the loss in net income is the result of the discontinuance of franchise operations and the divestiture of certain companies in 1971 and primarily from losses incurred from the abandonment of six businesses in 1970. We have been advised by a press release from International Industries, Inc. that the first quarter of its 1972 year was profitable, reporting net income of $587,500 on revenues of $20,333,000 compared to a loss of $962,000 on revenues of $14,173,800 for the same quarter the previous year.

In addition, and just as important, is the fact that we have been supplied one years operating figures for each of the subject properties. These statements show the following:

	SALES	NET BEFORE TAXES
Richardson, Texas	$305,518	$55,311
Bronx, New York	414,923	58,387

It should be noted that these net income figures are after rentals paid of $38,141 and $27,636 for the Texas and New York facilities respectively. It would therefore seem that these are two extremely profitable operations and in the event of problems collecting rentals from International Industries, the owner should be able to negotiate very favorable leases with the present operators.

INCOME ANALYSIS:

Net rent income	$58,609
Debt Service	56,019
Cushion	$ 2,390

RECOMMENDATION: Two first mortgage loans, one for $236,550 and one for $251,850. Both loans to carry interest rates of 8% for a term of 15 years and repayable $2,261.02 and $2,407.26 monthly to interest and principal. Old Stone Mortgage and Realty Trust to have right of first refusal in making this investment.

Edward E. Lind

Edward E. Lind, Vice President

GULF COAST INVESTMENT CORPORATION

1903 HERMANN DRIVE • P. O. BOX 1660 HOUSTON, TEXAS 77001 (713) 524-2131

RECEIVED
APR 30 1973
OLD STONE BANK
MORTGAGE DEPT.
R.E.I.G.

April 26, 1973

Mr. Stephen M. Bessette
Mortgage Officer
Real Estate Investment Group
Old Stone Savings Bank
40 Westminster Street
Providence, Rhode Island 02903

Re: Your No. GCT 9713-C
Our No. 4-431
Crepe Trust
International House of Pancakes
1010 South Central Expressway
Richardson, Texas 75080

Dear Mr. Bessette:

We have not received the financial statements on this project in Richardson, Texas. We have directed correspondence to Mr. Michael A. Abatuno on several occasions, buc he chooses to ignore our requests. As I recall, he is a friend of an officer of your Bank. Is it possible that he may be able to persuade Mr. Abatuno to furnish this information?

It is my feeling that if we continue to press him for his statements, he may become upset about it. Do you have any suggestions?

Very truly yours,

Morris S. Gindorf
Vice President

MSG:pap

GULF COAST INVESTMENT CORPORATION
1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77001 • (713) 524-7131

May 7, 1973

RECEIVED
MAY 9 1973
OLD STONE BANK
MORTGAGE DEPT.

Mr. Michael A. Abatuno, Attorney
Abatuno, Chisholm & Rodio
306 Industrial Bank Building
Providence, Rhode Island 02903

Re: Inv. No. GCT 9713-C
Our No. 4-431
Crepe Trust
International House of Pancakes
1010 South Central Expressway
Richardson, Texas 75080

Dear Mr. Abatuno:

The financial statements required by the holder of this Note are a month overdue. The operating statements are to be furnished within ninety (90) days after the end of the year. If these statements are available, please forward them for delivery to the Investor. If they are not available, please advise when they will be ready for delivery. We requested this information previously and, therefore, would appreciate a reply.

Very truly yours,

Morris S. Ginsdorf
Vice President

MSG:pap

cc: Mr. Thomas F. Richard
Assistant Vice President
Old Stone Savings Bank
86 South Main Street
Providence, Rhode Island 02901

Total Servicing $_____ Conventional $_____

DATE: 10-31-72

CITY: RICHARDSON, TEXAS (Pop.: 1970_____; 1960_____)

LOCATION: 1010 SOUTH CENTRAL EXPRESSWAY RICHARDSON, TEXAS

Lot Dimensions: UNKNOWN

Lot Area: 23,132 S.F. @ $_____/S.F

Valuation:_____

BUILDING DATA:

Building Area:

Gross: 3,000 ± S.F

Net Rentable:_____S.F

Parking:

Date Purchased:

Estimated Cost: $_____

Land

Improvements N/A

Other

$_____

Cash: $

1st Mortgage: $

Loan=_____% of Cost

Gross Income: $_____ (See Breakdown)

Less Vac._____% _____

Effective Gross: $_____

Net Income: $ 28,386

Add'l Interest: -0-

Net: $ 28,386

CAPITALIZED @ 9 % = $ 315,400 (FINAL VALUE) / .046 800'

Loan Amount: $ 236,550 8 % % net; 15 yrs. 1147 K; Debt Serv.: $ 23,132

Prepayment:

Loan per Rm. $_____ Oper. Exp. per Rm. $_____ Oper. Charges $ N/A N/A/N

Gross S.F. $_____ S.F. $_____ Loan Charges $ 23,132

Rent per Rm. $_____ Ave. Rent per Apt. $_____ Breakeven $ 23,132 83.5 %

Net S.F. $_____ Ave. s.f. per Rm._____ Cushion $ 4,254

Value per Rm. $_____ Rent to Carry: Per Room

S.F. $_____ Ave. Size Apt._____ Rms. Per S.F. $_____

Per Apt.

Value =_____ X Gross Sale_____ X Gross

APPLICANT: FERNAND T. ST. GERMAIN / ARBOR NOMINEE

PRINCIPALS:

Name (age)	Net Worth (date)
ROBERTINO (CREPE TRUST)	

Breakdown of Gross:

20 YR. NET LEASE WITH INTERNATIONAL INDUSTRIES, INC.

N/A/N IN AMT. of $28,386/YR.

OLD STONE SAVINGS BANK

March 23, 1972

Mr. Fernand J. St Germain
121 Woodland Road
Woonsocket, Rhode Island 02895

RE: 1010 South Central Expressway
Richardson, Texas

Dear Mr. St Germain:

We are pleased to inform you that Old Stone Savings Bank has approved your application for a first mortgage loan on the property located at 1010 South Central Expressway, Richardson, Texas.

It is our understanding that this property consists of a parcel of land containing approximately 23,133 square feet, and that it is improved with a one story standard International House of Pancakes restaurant building which contains approximately 3,000 square feet. The site is further improved with a hard surface parking area.

It is to be understood that this loan is to be closed by a Texas mortgage banking firm presently representing Old Stone Savings Bank and the loan is to be purchased by assignment.

All mortgage loan documents and related matters must meet with the approval of our counsel, the fee to be assumed by you, together with all expenses incurred in the making of this loan and the disbursement of loan proceeds including but not limited to the fees for recording, furnishing title evidence, survey and any similar items.

The terms of the commitment are as follows:

MORTGAGOR:	Fernand J. St Germain and/or nominee.
AMOUNT:	$236,550
INTEREST RATE:	8% per annum.
TERM:	15 years.
REPAYMENT:	$2,261.02 monthly to interest and principal.
PREPAYMENT PRIVILEGE:	The mortgagor is granted the privilege to prepay up to $23,655 in any loan year without premium, non-cumulative. After the 3rd loan year the mortgagor will be permitted to prepay in excess of $23,655 with a 1% premium on the amount so prepaid.

FORTY WESTMINSTER OFFICE
40 WESTMINSTER ST PROVIDENCE, R I 02903 TELEPHONE 274 7800

000739

OLD STONE SAVINGS BANK

THE FOLLOWING ITEMS ARE REQUIREMENTS OF THIS COMMITMENT.

1. Survey — We are to be furnished immediately with two copies of a survey by a registered engineer or surveyor showing adjoining streets and alleys, the location of improvements, and the existence of any encroachments and any recorded or visible easements, to which he has certified that the survey made by him on the ground on the date stated, correctly shows the relation of buildings and other structures to the property lines indicated thereon; and that there are no encroachments of buildings or structures either onto or off said land except as shown.

2. Title — We are to be furnished with a mortgagee's title policy in a company and form acceptable to us, establishing the mortgage as a valid first lien on the premises.

3. Insurance
Hazard
3-a — At closing we are to be furnished with hazard insurance in amount, company and form acceptable to us. The amount of insurance must comply with the requirements of any co-insurance clause, and the policy must contain a standard mortgage clause in our favor.

Liability
3-b — In addition to hazard insurance, we shall require such public liability and property damage insurance as is called for by any lease assigned to us as additional security.

4. Corporate Resolution — If title is to be held in the name of a corporation, we are to be furnished with an acceptable borrowing resolution of the Board of Directors authorizing this loan and stating the titles of the officers who will execute the security instruments.

5. Assignment Of Leases — There will be assigned to Old Stone Savings Bank in acceptable form and substance, a lease with an unexpired term of 20 years with International Industries, Inc.

The lease is to cover the entire premises and is to provide for a minimum monthly rental of not less than $2,365.50. In addition, the lessee will pay all taxes, assessments, insurance, maintenance and repairs with respect to the property, so that the rent received by the Lessor is absolutely net except for Federal Income Taxes.

We shall be provided with executed copies of all leases executed in connection with the mortgaged security.

000740

OLD STONE SAVINGS BANK

6. Chattel Mortgage — As additional security we shall be given a first mortgage on all furnishings, furniture, carpets, air-conditioning, and other personalty pertinent to the real estate. This will be in the form of a Security Agreement and filing under the Uniform Commercial Code.

Waived by EEL

7. Inspection — This commitment is subject to a satisfactory inspection of the property by a representative of Old Stone Savings Bank.

8. The Mortgage will provide that

A. Sale, etc. — The property will not be further encumbered, sold or otherwise alienated without our prior approval.

B. Operating Statements — The Mortgage will provide for the submission of annual operating statements of the mortgaged security (and if leased) of the tenants within 90 days following the end of each fiscal year during the loan term.

Assignability — Neither this commitment nor the loan proceeds are assignable.

Expiration — This commitment will expire June 20, 1972.

Acceptance — If the terms of this commitment are acceptable to you, please signify by signing the attached copy of this letter and returning it to us by March 31, 1972.

Very truly yours,

OLD STONE SAVINGS BANK

Edward E. Lind
Vice President

EEL/nw

Approved and accepted this 27th day of March, 1972.

Fernand J. St Germain

RE
File

GULF COAST INVESTMENT CORPORATION

1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77001 • (713) 524-2131

RECEIVED
MAR 6 1975
MORTGAGE DEPT.
O/S

GCT-9713-C

March 3, 1975

Mr. S. J. DiBernardo
Attorney, Crepe Trust
Tobin, Decof, Lahoy & Silverstein
Industrial Bank Building
Providence, Rhode Island 02903

Re: Loan No. 4-431
Crepe Trust
International House of Pancakes
1010 South Central Expressway
Richardson, Texas 75080

Dear Mr. DiBernardo:

The original mortgage instruments require that you furnish the lender with Operating Statements properly certified to by the owner or your accountant each year prior to April 1, 1974. This Statement should cover the operation of the House of Pancakes in Richardson, Texas.

If these Statements are not available by April 1, 1975, please advise when we may expect them.

Very truly yours,

3/6/75

Morris S. Ginsdorf
Vice President

MSG/vs

cc: Mr. Robert L. Evans, Real Estate Officer
Old Stone Bank
86 South Main Street
Providence, Rhode Island 02901

Dave
We went there this last year and although we (no expense to Statement or ... 1st Germans got upset we ... Considering the security I suggest we continue to let Morris persue this.
Bob

000751

GULF COAST INVESTMENT CORPORATION
1903 HERMANN DRIVE • P. O. BOX 1680/HOUSTON, TEXAS 77001 • (713) 524-2131

August 24, 1973

RECEIVED
AUG 27 1973
OLD STONE BANK
R. E. L. G.

Mr. David Savoie, Mortgage Officer
Old Stone Savings Bank
86 South Main Street
Providence, Rhode Island 02901

Re: Your No. GCT 9713-C
Our No. 4-431
Crepe Trust - Michael A. Abatuno
International House of Pancakes
1010 South Central Expressway
Richardson, Texas 75080

Dear Dave:

This man, I understand, is a very good friend of your President. He is interested in the property at Richardson, Texas, known as the International House of Pancakes. We are not collecting reserves for taxes and insurance. We have attempted to verify the payment of taxes, but so far have had no response from Mr. Abatuno. We have asked for photocopies of the Tax Receipts. The Manager of the project in Richardson advises us the taxes are paid from the Crepe Trust in Providence, Rhode Island.

If they are unwilling to furnish us photocopies, perhaps a letter certifying that taxes have been paid will be sufficient.

I am not passing the buck; I just cannot get replies to my letters requesting this information.

Very truly yours,

Morris S. Gindorf
Vice President

MSG:pap

9-28-73
Morris sent this over when we were in your office - suggested contacting the owners office direct -

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
508 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU
NORMAN E. D'ANDREA

TELEPHONE
274-6900
AREA CODE 401

May 9, 1973

Mr. Morris S. Gindorf, Vice President
Gulf Coast Investment Corporation
P. O. Box 1660
Houston, Texas 77001

RE: Inv. No. GCT 9713-C, Your No. 4-431
Crepe Trust
International House of Pancakes
1010 South Central Expressway
Richardson, Texas 75080

Dear Mr. Gindorf:

I am enclosing herewith a copy of the Annual Report of International Industries, Inc. for the year 1972, together with operations of the franchisee (sub-tenant of the lessee International Industries, Inc.).

I hope and trust this is the report you have requested. If there is anything further you require, please do not hesitate to contact me.

Sincerely,

MICHAEL A. ABATUNO
Trustee, Crepe Trust

MAA:mm
Enclosures
cc: Mr. Thomas F. Richard, Ass't. Vice Pres.
Old Stone Savings Bank
86 South Main Street
Providence, Rhode Island

GULF COAST INVESTMENT CORPORATION
1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77001 (713) 524-2131

RECEIVED
APR 9 1973
OLD STONE BANK
MORTGAGE DEPT.
R.E.I.G.

April 5, 1973

Mr. Michael A. Abatuno
Abatuno, Chisholm & Rodio
Attorneys at Law
506 Industrial Bank Building
Providence, R. I. 02903

Dear Mr. Abatuno:

Re: Loan No. 4-431
Crepe Trust
International House of Pancakes
1010 South Central Expressway
Richardson, Texas

Financial statements on this project in Richardson, Texas, were required by April 1, 1973. The agreement states that operating statements, properly certified, are to be furnished the holder of the Note within 90 days after the close of the year. We have not received this information and will appreciate your furnishing us with a statement for the year ending December 31, 1972. In the event the statement cannot be delivered now, please give us an indication when we may expect it.

Very truly yours,

Morris E. Gladerf
Vice President

MEG:p

bcc: Mr. Stephen M. Bessette
Mortgage Officer
Real Estate Investment Group
Old Stone Savings Bank
40 Westminster Street
Providence, R. I. 02903

Your No. GCT 9713-C

GULF COAST INVESTMENT CORPORATION
1903 HERMANN DRIVE • P. O. BOX 1660/HOUSTON, TEXAS 77001 • (713) 524-2131

July 20, 1972

Miss Leona M. Segeal, Assistant Treasurer
Old Stone Savings Bank
P. O. Box 1598
Providence, R. I. 02901

Re: Our Loan No. 4-4J1-4
Your File - Crepe Trust
1010 South Central Expressway
Richardson, Texas

Dear Miss Segeal:

We enclose for payment the following documents relating to theabove Mortgage. The unpaid principal blance is $236,550.00 with interest paid to July 10, 1972 (Disbursement date). The original amount of the Note is $236,550.00.

1. Original Deed of Trust Note frim Michael A. Abatuno, Trustee, to our Corporation, which Note has been endorsed to your order.
2. Certified copy of the Deed of Trust from Michael A. Abatuno, Trustee, to our Corporation. (The original will be forwarded to you when received.)
3. Certified copy of Transfer of Deed of Trust Lien from our Corporation to your Bank. (The original will follow)
4. Mortgagee's Title Policy No. P 1h8 1h3 issued through Lawyers Title Insurance Corporation.
5. Certified copy of Assignment of Sublease from International House of Pancakes, Inc. to Michael A. Abatuno, Trustee. (Original will follow)
6. Certified copy of Collateral Assignment of Rents from International Industries, Inc. to Michael A. Abatuno, Trustee. (Original will follow.)
7. Certified copy of Short Form Lease from Michael A. Abatuno, Trustee, to International Industries, Inc. (Original will follow)
8. Certified copy of the Collateral Assignment of the Real Estate Masterlease from Michael A. Abatuno, Trustee, to Old Stone Savings Bank. (Original will follow)
9. Certified copy of Subordination Agreement. (Original will follow).
10. Exculpatory Agreement from Old Stone Savings Bank to Michael A. Abatuno.
11. Agreement of Quiet Possession from Old Stone Savings Bank to International Industries, Inc.
12. Insurance Policy issued through Allstate Insurance Company and Insurance Policy issued through Sequoia Insurance
13. Print of Survey.

000769

June 5, 1972

Old Stone Savings Bank
P. O. Box 1598
Providence, Rhode Island 02901

ATTENTION: Mrs. Leona Segool

RE: Our File No. H71-D-3520
Loan to Crepe Trust

HEXTER FAIR TITLE CO.

1312 MAIN STREET
DALLAS, TEXAS 75202
7 4 2 - 9 3 1 4

Dear Mrs. Segool:

Per our phone conversation of this date, please find enclosed original and two copies of the REVISED Note, original and two copies of the REVISED Deed of Trust.

We have this date forwarded copies of the Note and Deed of Trust on to Gulf Coast Investment Corporation.

If we can be of further service at this time, please let me know.

Yours very truly,

HEXTER-FAIR TITLE COMPANY

Dolores Evans

DOLORES EVANS

DE:bc
Enclosures

P. S. Mrs. Segool, after looking over the note and deed of trust, I feel each must be dated April 24, 1972 to protect the vendor's lien which is retained in the Deed (of even date therewith). We already have this executed deed from IHOP Corp. I have left the dates blank, and this date should be inserted to make all papers simultaneous. If you agree, please see that the date is filled in properly at the time papers are signed. If You do not agree, please let me know.

Dolores Evans

000783

File

April 12, 1972

Mr. Jerrold F. Congleton
Senior Vice President
Gulf Coast Investment Corporation
P. O. Box 1660
Houston, Texas 77001

Dear Mr. Congleton: 1010 South Central Expressway
Richardson, Texas

On April 10 we requested that you have documents prepared in connection with a first mortgage loan on the above-captioned property. We wish to advise you that we shall purchase this mortgage by assignment from you. Will you kindly forward copies of the documents as soon as possible.

We shall want to have you service this mortgage for us at a fee of 1/4 of 1% per annum on the monthly outstanding balances.

Mr. Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, k/a Crepe Trust, whose address is 506 Industrial Bank Building, Providence, R. I. 02903, is sending you a copy of the Lease and of the Purchase Agreement.

Yours very truly,

Leona M. Segool
Assistant Treasurer

000739

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
506 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU
NORMAN E. D'ANDREA

TELEPHONE
274-8800
AREA CODE 401

April 7, 1972

RECEIVED
APR 10 1972
R.E.I.G.

Old Stone Savings Bank
40 Westminster Street
Providence, R.I.

ATTENTION: Mr. Edward E. Lind, Vice President

RE: 1010 South Central Expressway
Richardson, Texas

Dear Mr. Lind:

I am enclosing herewith the Owner's Title Policy Binder issued by Lawyers Title Insurance Corporation together with the copy of your letter of commitment duly executed by Pernand J. St Germain.

It is understood that your request for a chattel mortgage has been modified. It is also understood that the Old Stone Savings Bank will furnish a partial discharge of the mortgage to the northerly 146 feet when and if a suitable buyer is found.

Thank you for your consideration and cooperation.

Very truly yours,

MICHAEL A. ABATUNO

MAA/js

encs.

OLD STONE SAVINGS BANK 80 00944

July 26, 1972

TWO HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTEEN AND 64 CTS $ 237,415.64

PAY TO THE ORDER OF *****Texas Commerce Bank*****

CUSTOMER'S COPY

NOT NEGOTIABLE

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

1045

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

July 20,1972
Old Stone Savings Bank
P.O. Box 1598
Providence, R.I. 02901

P.O. Box 2558
Houston, Texas 77001
(713) 224-5161

Gentlemen:

At the request of Gulf Coast Investment Corp. we are enclosing the notes and supporting papers in connection with the below listed loans:

Crepe Trust

The above mortgage company has assigned the proceeds of these loans to this Bank, the foregoing loan instruments of which are being delivered to you in trust.

Please make your remittance, covering the purchase of these mortgages, to our Bank by the most expeditious means or, if payment is not made, return all of the attached documents to us.

PLEASE NOTE: It is imperative that we know the name and amount of each loan being purchased in addition to the name of the mortgage company concerned in order for us to properly apply credit. In the event any file is returned prior to your disbursement, it must be returned to this office.

Very truly yours,

By Laura A. Strand
Mortgage Loan Department

Enclosures
Registered Mail

Executive Committee No. REIG-75-29
May 13, 1975

RECOMMENDATION TO THE EXECUTIVE COMMITTEE
CHANGE IN TERMS OF LOAN
RICHARDSON, TEXAS

LOAN NUMBER:	GCT 9713-C
BORROWER:	Crepe Trust. The principal of this trust is Mr. Fernand J. St. Germain, Woonsocket, Rhode Island.
ORIGINAL LOAN:	$236,550 at 8%, 15-years full amortization
SERVICING:	1/4 of 1% by Gulf Coast Mortgage
PRESENT BALANCE:	$210,543 after May payment $1206202
SECURITY:	First mortgage on land and building (a typical House of Pancakes restaurant). As additional security, we have the collateral assignment of a net net lease to International Industries, Incorporated for a 20-year term commencing July 10, 1972.
LOCATION:	Richardson, Texas, an attractive suberb of Dallas
INCOME:	$30,000 net per annum
DEBT SERVICE:	$27,132 per annum
NET CASH FLOW:	$2,868
REQUEST:	Mr. St. Germain has requested that we extend the loan amortization term to coincide with the expiration of the original term of the lease to International Industries, Incorporated, or in effect, make our loan a 20-year loan instead of the present 15-year term.
COMMENTS:	The previously mentioned lease provides for minimum rental payments of $30,000 per annum, fully net to the borrower. In addition, it provides for additional rent of 5% of sales in excess of $600,000 per annum. We have a monthly report of sales which indicates at the present time the restaurant is generating about $400,000 of sales per year. This appears to be a fairly substantial volume for an operation of this type, but is a long way from reaching the excess rental provision. The lessee, International Industries, Incorporated, had as its original business International House of Pancakes, which is now a wholly owned subsidiary of International Industries, Incorporated. The lessee has had serious financial problems in the past two or three years and the outlook for continued successful operation is in doubt. However, the annual report for fiscal 1974 does state that the International House of Pancakes division is the largest and most profitable of all of its activities.

000803

This is a low rate loan, and if we refuse to extend the amortization period to permit greater cash flow, we are faced with staying with this loan at its present rate for another 12 years. It is, therefore, proposed that Old Stone Bank agree to recast the loan and increase the interest rate.

RECOMMENDATION: That Old Stone Bank agree to recast loan No. GCT 9713-C so that the balance after the May, 1975, payment ($210,543) be amortized over 182 months (equivalent to 18 years total term) at 8 1/2 percent interest with a balloon payment due at the end of the original 15-year term, subject to Mr. St. Germain's retaining his interest in Crepe Trust and Crepe Trust's continued ownership of subject property. In the event Mr. St. Germain terminates or alters his present interest in the trust, or the trust divests itself of all or any part of its ownership of subject property, the amortization of subject loan shall revert to its original terms. Then, also, subject to the revised loan papers being satisfactory to Old Stone's counsel.

William D. Taylor
Senior Vice President

ADJUSTED _____ INCOME STATEMENT TO 12/26/71 FOR STORE NUMBER 1313-00

1008 RICHARDSON TEXAS ETHOFFY

DESCRIPTION	PER WEEKLY UNAUDITED STATEMENT FOR THIS PERIOD		INVENTORY ADJUSTMENT	TRUST ACCOUNT ADJUSTMENT	FINAL ADJUSTED STATEMENT	
	AMOUNT	PERCENT			AMOUNT	PERCENT
GROSS SALES	305,518.43				305,518.43	
SALES TAX INCL. ABOVE	13,557.42				13,557.42	
NET SALES	291,961.01			.00	291,961.01	
COST OF SALES						
PURCHASES, FOOD + PAPER	84,129.04				84,129.04	
LESS EMPLOYEE MEALS	3,313.25				3,313.25	
NET COST OF SALES	80,815.79	27.7		.00	80,815.79	27.7
GROSS PROFIT	211,145.24	72.3		.00	211,145.24	72.3
OPERATING EXPENSES						
GROSS WAGES	62,866.73	21.5			62,866.73	21.5
PAYROLL TAXES EMPLOYER	3,879.53	1.3			3,879.53	1.3
COMPENSATION INSURANCE	1,442.00	.5		1,184.53-	367.47	.1
EMPL HEALTH AND WELFARE	510.00	.2		1,984.11-	1,474.11-	.5-
PROVATED VACATION						
CHINA, PLATWARE, GLASS	2,291.59	.8			2,291.59	.8
KITCHEN SUPPLIES	1,172.00	.4			1,172.00	.4
JANITORIAL SUPPLIES	138.03				138.03	
RESTAURANT SUPPLIES	777.76	.3			777.76	.3
ADV/PUB. REL./ PROMOTN	6,485.02	2.2			6,485.02	2.2
PRORATED ADVERTISING	219.22-	.1-			219.22-	.1-
RENT-LAND/BUILDING	27,635.92	9.5			27,635.92	9.5
PAYROLL TAXES EMPLOYEE						
EQUIPMENT RENT	14,040.00	4.8			14,040.00	4.8
INSURANCE	2,808.00	1.0		166.00-	2,642.00	.9
LAUNDRY AND LINENS	1,382.23	.5			1,382.23	.5
LICENSE AND TAXES	52.00			52.00-		
LIGHT,GAS,WATER,POWER	8,176.00	2.8		1,000.28-	7,175.72	2.5
MAINT AND REPAIRS	5,928.00	2.0		2,236.26	8,164.26	2.8
MISC EXPENSES	260.32	.1			260.32	.1
TELEPHONE	1,016.00	.3		386.85	1,302.85	.5
OTHER TAXES						
SERVICE CHARGE	15,181.98	5.2			15,181.98	5.2
INST.L ON PRM. FEE						
TOTAL OPERATING EXPENSE	155,831.99	53.4		1,783.31-	154,048.18	52.8
NET PROFIT OR LOSS	55,311.25	18.9		1,783.31	57,094.56	19.6

BOARD OF INVESTMENT NO. ML-72-45

PROPERTY ADDRESS 1010 South Central Expressway (St. Germain)

Richardson, Texas

We certify that according to our best judgment, the value of the above referenced premises is not less than $ 315,400-.

Signature Edward E. Lind Title Vice President Date 3/31/72

Edward E. Lind

Signature Stephen M. Bessette Title Associate Manager Date 3/31/72

Stephen M. Bessette

M-104

1050

000813

FERNAND J. ST GERMAIN
1st District, Rhode Island

2347 Rayburn House Office Bldg.
Washington, D.C. 20515

200 John E. Fogarty Building
Providence, R.I. 02903
Tel. 528-4773

Congress of the United States
House of Representatives
Washington, D.C. 20515

Committees:
BANKING AND CURRENCY
Chairman, Subcommittee on Bank Supervision and Insurance
GOVERNMENT OPERATIONS
SELECT COMMITTEE ON SMALL BUSINESS

February 22, 1972

Mr. Robert G. Stevens, President
Old Stone Bank
86 South Main Street
Providence, Rhode Island 02901

Dear Bob:

Enclosed are the descriptions and locations of the two properties in Richardson, Texas and Bronx, New York.

Of significance, naturally, will be the value you place on the lease with International Industries. Under 1-A the agreement is for 12%-net. In addition there is a 5% clause, when 5% of the gross exceeds the net annual rate.

As I mentioned, I am asking 100% financing for fifteen years.

The contact for International Industries is Jerry Fisher--he has a private number which will not be answered unless he is there--Area Code 213, 272-6531.

Sincerely,

Fred

Fernand J. St Germain

FJStG/rb
Encls

000815

INTERNATIONAL HOUSE OF PANCAKES

4340 Boston Post Road, Bronx, New York

I. THE PROPERTY $251,860

Sale and Leaseback

A. Lease: International Industries, Inc.
20 years – net annual rent.
(Equals of purchase price)

B. Land: This corner lot has dimensions of 100' x 150' with a frontage of 100' on Boston Post Road, and containing 15,000 sq. ft.

C. Improvements: A standard International House of Pancakes restaurant building containing approximately 3,000 square feet. Site is completely improved with black topping, planters, landscaping and lighting.

D. Cost Ratio: Land 35.9% – Improvements 64.1%

II. LEASE

International Industries, Inc. will enter into a fully net lease for a term of twenty (20) years at a rental of $ per annum.

III. LESSEE

International Industries, Inc. is a diversified consumer services company with operations in food, retail, service, education and lodging. The company provides products and services primarily through the franchise method of distribution.

International was initially incorporated in California in 1959, growing from one restaurant to over 20 divisions comprising more than 1,200 diversified units in 47 states. The company has been listed on the New York Stock Exchange since 1968.

IV. LOCATION

A prime commercial site opposite the largest shopping complex in the immediate area. Located on Route 1 in the middle of and proximate to prime Pelham, New York residential back-up to the north, and brand new 60,000 apartment complex of Freedom Village to the south.

V. USE OF SUBJECT PROPERTY

The property is developed as a prime full service family restaurant for one of International Industries, Inc. subsidiary companies, the International House of Pancakes, featuring a highly diversified menu to please every taste, at moderate prices, and served in a warm and comfortable atmosphere. The restaurant has only recently opened and volume figures indicate this will be a highly successful location.

This description is for information purposes only and does not constitute an offer of sale.

DEED RECORD

COLLATERAL ASSIGNMENT
of the
REAL ESTATE MASTERLEASE

This assignment, made this 24th day of April 1972, by and between MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, called the CREPE TRUST, herein after referred to as the ASSIGNOR and OLD STONE SAVINGS BANK, a Mutual Savings Bank of the State of Rhode Island, hereinafter referred to as the ASSIGNEE.

WITNESSETH:

WHEREAS, ASSIGNOR is the fee owner of the premises, including the land and the building located thereon, situated in the County of Dallas, State of Texas, and more particularly, described as Exhibit A, which is attached hereto and made a part hereof, as if fully set forth herein, and ASSIGNEE is the present holder of a first mortgage on said premises, which said mortgage was duly assigned to it by GULF COAST INVESTMENT CORPORATION, of Houston, Texas, and

WHEREAS, ASSIGNOR has leased the above described premises to INTERNATIONAL INDUSTRIES, INC., a Delaware corporation by a REAL ESTATE MASTERLEASE on the 24th day of April, 1972, hereinafter referred to as the MASTERLEASE, and

WHEREAS, ASSIGNEE, as a condition to making an assignment of said mortgage from Gulf Coast Investment Corporation has requested this assignment as additional security for the full performance of the terms and conditions of that certain promissory note duly executed by the ASSIGNOR, duly negotiated to the ASSIGNEE.

72133 3010

000827

NOW, THEREFORE, in consideration of the foregoing and of the sum of One ($1.00) Dollar and other good and valuable consideration paid by said ASSIGNEE to ASSIGNOR, the receipt which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and set over unto said ASSIGNEE the Masterlease, including the right to collect the rent, issues and profits which shall accrue and be owing to ASSIGNOR from International Industries, Inc., which said Masterlease is attached hereto and marked Exhibit B and made a part hereof as if fully set forth herein, as additional security for the full performance by ASSIGNOR of all the terms and conditions to be fully performed under the terms of the aforesaid promissory note and mortgage given to GULF COAST INVESTMENT CORPORATION and duly negotiated to the ASSIGNEE in the principal sum of Two Hundred Thirty-Six Thousand Five Hundred Fifty ($236,550.00) Dollars.

This assignment of the MASTERLEASE shall become effective upon the mailing of notice by the ASSIGNEE to the tenant, INTERNATIONAL INDUSTRIES, INC. at its address: 9808 Wilshire Blvd., Beverly Hills, Cal. 90212.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24th day of April, 1972.

Michael A. Abatuno Trustee
Michael A. Abatuno in his capacity as Trustee under an Indenture of Trust dated Feb. 28, 1972, called the CREPE TRUST

OLD STONE SAVINGS BANK
By Stephen H. Flanagan
STEPHEN H. FLANAGAN, Asst. Vice President

72133 3011

000829

BEING a part of the ISAAC WILEY SURVEY, Abstract No. 1575 also being a portion of a tract of land conveyed to P.H. Pewitt by M.F. Webster, dated June 1, 1964, recorded in Volume 322, Page 154 Deed Records of Dallas County, Texas, more particularly described as follows;

COMMENCING at a 1/2 inch iron rod at the intersection of the South line of Spring Valley Road with the East line of St. Paul Drive (Floyd Road);

THENCE, with the East line of St. Paul Drive, S 1°08'E. a distance of 147.4' to the Point of Beginning;
THENCE, N 89°19"E., a distance of 123.46' to a point for a corner;
THENCE, S 22°34'45" East, a distance of 65.89 ft. to a point for a corner;
THENCE, S 45°12' West, a distance of 18.9 ft. to a concrete monument;
THENCE, S 30°12' West, a distance of 193.8 ft. to a concrete monument;
THENCE, S 45°15' West 45.90 ft. to a concrete monument at the intersection of the Northwest line of Central Expressway (U.S. Highway 75) and the East line of St. Paul Drive (Floyd Road);
THENCE, with the East line of St. Paul Drive (Floyd Road) North 1°08' West 272.10 ft. to the PLACE OF BEGINNING AND CONTAINING 24567 sq. ft. or 0.563 acres of land, more or less.

EXHIBIT A

REAL ESTATE MASTER LEASE

THIS LEASE, made this 11th day of April, 1972, by and between MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, or his successor(s) and assigns, hereinafter referred to as LANDLORD and INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, with its office and principal place of business at 9808 Wilshire Boulevard, Beverly Hills, California 90212, hereinafter referred to as TENANT.

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT and TENANT hires from LANDLORD for the term and according to the covenants and conditions contained herein all that certain land together with the improvements thereon at 1010 South Central Expressway, Richardson, Texas,

and more particularly described in EXHIBIT A, which description is attached to and made a part of this lease (all of the foregoing hereinafter referred to as the PREMISES).

2. ASSIGNMENT OF SUBLEASES: LANDLORD hereby assigns to TENANT all of LANDLORD's right, title and interest in and to the sublease affecting the premises now in existence for the remainder of the terms thereof, which is attached to this lease and more

000840

particularly described in EXHIBIT B. In regard to such sublease, TENANT shall have all the rights of a sublessor including the right to terminate, the right to receive the rent, and the right to extend any such sublease for a term not exceeding twenty (20) years from the date of this lease. TENANT agrees to indemnify and hold LANDLORD harmless for any claim, loss or liability that may arise out of any such lease and TENANT assumes any duty or liability to any duty or liability to any of its franchisees, licensees, tenants or subtenants created by any such lease.

3. TERM. The term of this lease shall commence on July 10, 1972 and shall end twenty (20) years after the date of first payment of rent, as specified in Section 4.

4. RENT. The fixed minimum annual rental for the premises situated at 1010 South Central Expressway, Richardson, Texas (described in EXHIBIT A) shall be Thirty Thousand Dollars ($30,000.00) payable by TENANT to LANDLORD during the full term of two hundred forty (240) equal monthly installments of Two Thousand Five Hundred Dollars ($2,500.00) payable on the first day of each calendar month.

If the first day upon which rent becomes payable is other than the first day of any calendar month, the rent for the balance of said month shall be prorated and paid by TENANT on a

000841

daily rate based upon a thirty (30) day month.

The fixed minimum annual rental shall not be subject to reduction during the term of this lease; however, in addition to the monthly rental agreed to be paid by TENANT, TENANT shall and will pay to LANDLORD, at the time and in the manner specified in this lease, an additional rental in an amount equal to five per cent (5%) of the amount of TENANT's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term hereof, less the aggregate amount of the monthly rental previously paid by the TENANT for said calendar year.

Within thirty (30) days after the end of each semi-annual period of the term hereof, commencing with the 30th day following the first June 30 or December 31 of the term hereof, and ending with the 30th day of the month next succeeding the last month of the lease term, TENANT shall furnish to LANDLORD a statement in writing, certified by TENANT to be correct, showing the total gross sales made in, upon or from said building during the preceding semi-annual period, and shall accompany each such statement with a payment to LANDLORD equal to five per cent (5%) of the total quarterly gross sales made in, upon or from the said building during each such semi-annual period, less the rent previously paid for such semi-annual period, and less the deductions and credits hereinafter provided for. Said payments of percentage

000842 E

rental shall be adjusted annually as of December 31 of each year and at the end of the term of this lease, so that the total rent payable during such calendar year shall be the greater of either (a) the minimum annual rent for said year, or (b) five per cent (5%) of gross sales during said year.

The term "gross sales" as used herein shall include the entire gross receipts of each kind and nature from sales and services made in, upon or from the said building, whether upon credit or for cash, whether operated by the TENANT or by a subtenant, or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers, and the amount of all State of ~~Rhode Island~~ sales tax which have to be accounted for by Lessee or by any subtenant or concessionaire to the State of ~~Rhode Island~~. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period during which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery. The term "gross sales" shall not include sales from coin-operated vending machines.

The TENANT shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concession at any time operated in the said premises. The LANDLORD and his agents and employees, upon reasonable notice, shall have the right at any time and all times, during regular business hours, to examine and inspect all of the books and records of the TENANT (including any sales tax reports) pertaining to the business of the TENANT

000843

conducted in, upon or from the said premises which TENANT shall produce upon demand by LANDLORD or LANDLORD's agents for the purpose of investigating and verifying the accuracy of any statement of gross sales. The LANDLORD may once in any lease year cause an audit of the gross sales of TENANT to be made by an independent certified accountant of LANDLORD's selection, and if the statement of gross sales previously made to LANDLORD by TENANT shall be found to be understated by more than two per cent (2%), TENANT shall immediately pay to LANDLORD the cost of such audit not to exceed Seven Hundred Fifty Dollars ($750.00) as well as the additional rental shown to be payable by TENANT to LANDLORD; otherwise, the cost of such audit shall be paid by LANDLORD.

5. THE BUSINESS. LANDLORD hereby acknowledges that INTERNATIONAL INDUSTRIES, INC., its divisions, affiliates and subsidiaries, hereinafter referred to collectively as INTERNATIONAL, are engaged in the business of franchising, licensing and operating pancake houses, hereinafter called the BUSINESS. TENANT agrees that the premises shall be used solely as a pancake house or restaurant and for no other purpose; LANDLORD further acknowledges that the buildings in which the BUSINESS are operated are painted with a unique combination of colors, namely, blue, white and persimmon, and have unique logos and drawings, and turnposts of novel design. LANDLORD further acknowledges that said distinctive features, through extensive advertising, promotion and use,

000844

as well as uniformity of service, products and business methods, have become identified by the public throughout the nation with INTERNATIONAL's operations and have acquired a secondary meaning, indicating said INTERNATIONAL's operations. INTERNATIONAL has thereby acquired property rights of great value in the distinctive features and all trademarks, trade names, trade secrets, signs and symbols relating thereto which can be protected only by confining the use thereof to buildings housing the business operated by INTERNATIONAL or its franchisees or licensees. It is, therefore, agreed that the use of said distinctive features in a building housing any business other than the business operated by INTERNATIONAL, its franchisees or licensees will cause irreparable injury to INTERNATIONAL, its franchisees and licensees for which there is no adequate remedy at law.

LANDLORD further agrees for the benefit of TENANT and INTERNATIONAL that if, for any reason other than TENANT'S default this lease be terminated by lapse of time or otherwise, TENANT may at its own expense, remove the distinctive features hereinabove enumerated from said building, substituting colors selected by the LANDLORD in place thereof. In the event of a breach of this agreement by LANDLORD, LANDLORD agrees that TENANT or INTERNATIONAL will be entitled to an immediate injunction from a court of equity to compel LANDLORD to comply with this agreement and to prevent LANDLORD from making or permitting any use of the demised premises until LANDLORD has so complied.

000845

All of the rights of the tenant under the provisions of Section 5 set forth above shall be conditioned upon, and subject to, the TENANT complying with its obligations under this lease and not committing any breach of, or default under, the provisions

of this lease. Further, the LANDLORD shall have no responsibility for any violation of the provisions of this section by any person other than himself.

6. USE OF PREMISES. TENANT shall use the premises for the purpose of conducting thereon the business or incidental purposes related thereto, or for any other legally permissible restaurant business; provided, however, that TENANT shall not use the premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

7. LIABILITY FOR DAMAGES: TENANT, as a material part of the consideration to be rendered to the LANDLORD, hereby waives all claims against the LANDLORD for damage to goods, wares and merchandise, in, upon, or about the premises, and for injuries to persons in or about the premises from any cause arising at any time. The TENANT further agrees on the commencement of the term of this lease to take out public liability insurance covering the premises. Said policy or policies shall be for an amount of at least three hundred thousand dollars ($300,000.00) for death or injury to one person, and five hundred thousand ($500,000.00) for death or injury to two or more persons, plus fifty thousand dollars ($50,000.00) property damage, which said policy or said policies of insurance shall name the LANDLORD as an additional assured thereunder, and TENANT agrees to maintain same at TENANT's sole cost and expense in full force and effect during the entire term of this lease. TENANT shall furnish the LANDLORD with a copy of such insurance coverage, or with a certificate of the company issuing such insurance, certifying that the same is in full force and effect. The TENANT may, at its option, bring

its obligations to insure hereunder under any so-called blanket policy or policies of insurance; provided, however, that the interests of the LANDLORD shall be as fully protected thereby as if TENANT obtained individual policies of insurance. Each policy or certificate of insurance which shall be issued pursuant to the provisions of this section shall be issued by an insurance company that shall be licensed to do business in the state where the premises are located, and shall be a company that shall be acceptable to LANDLORD. The LANDLORD shall be reasonable in the exercise of his discretion in giving or withholding approval of any such insurance company.

8. COVENANTS AGAINST LIENS; INSPECTION. TENANT shall indemnify and save LANDLORD harmless from and against any lien or claim of lien attached to or upon the premises or any part thereof by reason of any act or omission on the part of the TENANT.

LANDLORD, or LANDLORD's agent, shall at all reasonable times have the right to enter upon the demised premises for the purpose of inspecting the same, and for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect LANDLORD or the premises against mechanics' or materialmen's liens, or charges, or other liens or charges which might or could arise out of the use of the premises by TENANT, or the construction of the improvements or the making of alterations or repairs to the premises.

9. BANKRUPTCY OR INSOLVENCY. If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the TENANT, and result in an adjudication or bankruptcy, or if the TENANT shall file, or any creditor of the TENANT shall file any petition under Chapter X or Chapter XI of the Bankruptcy

000847

Act of the United States of America, as the same are now in force or may hereafter be amended, and TENANT be adjudicated bankrupt, or if a receiver or trustee of the business or assets of TENANT be appointed and such appointment be not vacated within thirty (30) days after notice thereof to TENANT, or if the TENANT makes an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or keeper takes possession of the premises or assets located thereon by virtue of any attachment or execution proceedings and offer same for sale publicly, then LANDLORD may, at its option, in either or any of such events, terminate this lease. Upon such termination all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto LANDLORD shall have all rights provided by the bankruptcy laws relative to the proof of claim on an anticipatory breach of an executory contract.

10. ASSIGNMENT. TENANT may not assign this lease in whole or in part without first obtaining the prior written consent of LANDLORD, which consent shall not be unreasonably withheld; provided, however, the giving of consent by the LANDLORD shall not release the TENANT from its primary liability for the full and complete performance of the TENANT's obligations under this lease; and, provided further, that TENANT may, without such consent, assign this lease in whole or in part as security or otherwise to any corporation controlled by, controlling or under common control with TENANT (it being understood that TENANT shall remain liable hereunder) or to any surviving corporation

000848

resulting from a merger or consolidation of the TENANT with any other corporation or to any corporation which purchases or otherwise acquires all or substantially all of the assets of the TENANT. Any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment by TENANT other than in accordance with this Section 10 shall be voidable by LANDLORD for a period of sixty days after acquiring knowledge by written notice of such assignment; provided, however, failure on the part of the LANDLORD to take any action within said sixty-day period shall not be deemed to release the TENANT from primary liability under the terms of this lease.

TENANT or its assignees shall have and is hereby given, the unqualified right and privilege at its option of subletting the demised premises, in whole or in part, subject to all of the rents, terms and conditions of this lease. It is specifically understood and agreed by and between LANDLORD and TENANT that any subletting which TENANT or its assignees make, as permitted herein, shall in no event relieve TENANT of the obligations of TENANT hereunder, and that the right of subletting shall be that of TENANT or its assignees only, and shall not extend to any subtenant.

11. TAXES. TENANT shall pay or cause to be paid before delinquency all taxes, assessments, or charges and in such event shall indemnify and hold LANDLORD harmless from any cost, expense or penalties in connection therewith. LANDLORD shall authorize and instruct the assessing and taxing authorities to forward all such tax bills to TENANT. TENANT shall furnish LANDLORD with proof of payment of taxes within thirty (30) days after the taxes

000849

are paid.

12. DEFAULT. If TENANT shall fail to make any payment of rent, or of taxes, interest on taxes, or insurance premiums, within ten (10) days after same shall be due under the provisions of this lease, the TENANT shall be considered in default. In such an event, the payment of rent shall be subject to a five per cent (5%) late charge, which sum shall be considered as additional rent due for the month during which said default occurred. In the event of the TENANT's failure to pay the rent (including the late charge), or the taxes, the interest on taxes, or insurance premiums required of it, for a period of thirty (30) days, the LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. With regard to any default other than arising from the failure of tenant to pay rent, taxes, interest on taxes, or insurance premiums, the TENANT shall have thirty (30) days after receipt of written notice from LANDLORD to cure said default, or a reasonable time after receipt of such notice if such default could not be cured within thirty (30) days by TENANT's diligent efforts. In the event of TENANT's failure to cure said default within the time provided, LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. Also, in the event of the TENANT's failure to cure any of the defaults hereinbefore provided, within the time hereinbefore provided, LANDLORD may, at its option, at any time thereafter during the continuance of such default, declare this lease terminated, re-enter and take possession of the premises pursuant to applicable provisions of

000850

law.

Should LANDLORD be required to enforce the provisions of this lease against TENANT in any judicial proceedings, or to retain the services of an attorney in connection with the enforcement of LANDLORD's rights hereunder, or in the event LANDLORD shall terminate this lease for any breach, in addition to any other remedies LANDLORD may have, LANDLORD may recover from TENANT all the damages LANDLORD may incur by reason of such breach, including reasonable attorney's fees and cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.

LANDLORD agrees that if LANDLORD fails to pay any installment of taxes, or assessments (other than provided for herein to be paid by TENANT) or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the premises and to which this lease may be subordinate when any of the same become due, or in any other respect fails to perform any covenant or agreements in this lease contained on the part of LANDLOKD to be performed, then and in any such event or events, TENANT, after the continuance of any such failure or default for thirty (30) days after notice in writing thereof is given by TENANT to LANDLORD, may pay said interest, principal, costs, and other charges and cure such defaults all on behalf of and at the expense of

LANDLORD and make all necessary payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have been brought, the LANDLORD agrees to pay to TENANT forthwith the amount so paid by TENANT, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law, and agrees that tenant may withhold any and all rental payments and other payments thereafter becoming due to LANDLORD pursuant to the provisions of this lease or any extension thereof, and may apply the same to payment of such indebtedness of LANDLORD to TENANT until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude TENANT from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof, there shall be any sums owing by LANDLORD to TENANT, this lease may at the election of TENANT be extended and continued in full force and effect until March 31st of the year following the date when the indebtedness of LANDLORD to TENANT shall have been fully paid.

The TENANT agrees that if TENANT fails to pay any taxes or assessments required to be paid by the TENANT under any provisions of this lease, or the TENANT shall fail to maintain the interior or exterior of the premises as required by this lease, LANDLORD may pay such tax or assessment, and pay for the proper maintenance and repair of the premises, and make all necessary

payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have to be brought, and TENANT agrees to pay to LANDLORD, as additional rent, all such amounts so paid by LANDLORD, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law; provided, however, that with regard to the maintenance and repair of the building, LANDLORD shall not make any payments in connection therewith until after the continuation of TENANT's failure or default for thirty (30) days after notice in writing thereof is given by LANDLORD to TENANT, except in the case of emergency repairs which may be necessary to temporarily preserve the premises after any serious casualty or act of God.

13. NON-DEFAULT OF TENANT. It is understood and agreed that LANDLORD may transfer title to the premises described in EXHIBIT A, subject to the terms and conditions provided herein; provided, that in the event of any change in or transfer of title of LANDLORD in or to the demised premises, or any part thereof, whether voluntary or involuntary, or by the act of LANDLORD or by operation of law, TENANT shall be under no obligation to pay rents thereafter accruing until notified in writing by LANDLORD, his heirs, executors, administrators or successors or assigns, of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be in any sense a default upon

000853 E

the part of TENANT.

14. UTILITIES. TENANT shall pay directly to the applicable company the cost of all utilities consumed on the premises, including but not limited to power, electricity, gas, water, and telephone. In the event the TENANT shall request the LANDLORD to convey any utility easements reasonably required in connection with TENANT's operation of the BUSINESS from the premises, LANDLORD shall notify TENANT of his decision concerning said request within thirty (30) days after LANDLORD shall receive such request, in writing, from TENANT, and LANDLORD will not unreasonably withhold his consent to any such request. In the event LANDLORD shall fail to notify TENANT within thirty (30) days of his answer to said request, and only in that event, LANDLORD hereby appoints TENANT his attorney in fact to execute any and all documents required to convey required utility easements in, on, under and over the premises in all manners permitted by this lease and further agrees to cooperate with TENANT and execute those documents required to be executed by LANDLORD to obtain such utility easements.

15. INSURANCE WAIVER. LANDLORD hereby expressly waives any and all claims against TENANT for loss and/or damage arising or resulting from the occupancy of the demised premises and/or from any operation conducted therein or thereabouts caused by fire and/or other perils insured under standard form fire insurance policies with extended coverage endorsements regardless of the cause of such damage, including damage resulting from the negligence of TENANT or its agents, servants, employees or invitees;

000854

provided, however, the aforedescribed waiver by the LANDLORD shall occur only to the extent that any such damage and loss shall be paid by the insurance company that shall have issued said insurance policies.

16. INSURANCE. TENANT will, at TENANT's own cost and expense, carry and maintain fire insurance with extended coverage endorsement and flood insurance, if available, for the benefit of LANDLORD and TENANT on all buildings erected upon the premises in an amount equal to one hundred per cent (100%) of the full insurable value thereof, excluding foundation and excavation costs. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by TENANT in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to LANDLORD and TENANT as their respective interest may appear. The initial policies or certificates evidencing said insurance shall be delivered to the LANDLORD within thirty (30) days of the signing of the lease, and any replacements therefor shall be delivered at least ten (10) days prior to expiration of termination of any coverage then in force. In the event such insurance shall not be provided LANDLORD as hereinbefore provided, the LANDLORD shall have the option of purchasing same and the cost, plus interest at the maximum legal rate, shall be due from TENANT as additional rent on the first day of the month next following such purchase.

TENANT may, at its option, bring its obligations to insure this section within the coverage of any so-called blanket policy or policies of insurance which TENANT may now or hereafter carry,

by appropriate amendment, rider endorsement, or otherwise, provided, however, that the interest of LANDLORD shall thereby be as fully protected as they would be otherwise if this option to TENANT to use blanket policies were not permitted. Copies of certificates of any such policies shall be delivered to LANDLORD within thirty (30) days after the commencement of this lease. All such policies shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except by compliance with ~~Rhode Island~~ Texas law, after written notice to the LANDLORD.

All such policies and certificates shall be issued by insurance companies that shall be acceptable to both LANDLORD and to any lending institution that shall hold or accept a mortgage on the premises; provided, however, LANDLORD agrees that he will not unreasonably withhold his approval of any insurance company designated by TENANT. All such policies and certificates shall be issued by insurance companies that shall either be licensed to do business in the state where the premises are located, or that shall provide the LANDLORD with a legally binding undertaking granting the LANDLORD the option of filing any suit under the policy in the State of ~~Rhode Island~~ Texas.

17. DESTRUCTION OF BUILDING. If the building on said premises shall be damaged or rendered untenantable by fire or other casualty or as a result of any act of God, TENANT shall repair or replace said building so that TENANT may continue in occupancy. There shall be no abatement in rent, nor any reduction in rent, during the period of time that the premises shall be damaged or rendered untenantable. TENANT shall have the access to any

000856

insurance proceeds available by reason of such damage or destruction to the building. It is further understood and agreed that in case of any damage or destruction occurring during the last five (5) years of the original term of this lease, or during any extension of the term, to the extent of fifty per cent (50%) or more of the insurable value of the building, TENANT may at TENANT's option, to be evidenced by notice in writing given to LANDLORD within thirty (30) days after the occurrence of such damage or destruction, in lieu of repairing or replacing said building, elect to terminate this lease as of the date of the damage or destruction, in which event LANDLORD shall be entitled to receive the proceeds of any insurance representing the insured value of the building exclusive of any such proceeds which are attributable to the furniture, fixtures and equipment of TENANT referred to in section 22 below, which such latter proceeds shall belong to TENANT. In the event the TENANT shall elect to terminate the lease during the last five (5) years as a result of damage or destruction as hereinabove provided, and in the further event that the insurance proceeds shall be insufficient to fully repair said damage or to replace said building, then TENANT shall, as an additional condition to its right to terminate the lease, pay to LANDLORD the difference between the insurance proceeds and said cost of repairing or replacing the building.

18. CONDEMNATION. If all of the premises shall be taken or condemned for a public or quasi-public use, this lease shall terminate as of the date that possession shall vest in the

E.

condemnor. In the event of such termination, both parties shall be released from any and all further obligation hereunder, and all of the proceeds paid by the condemning authority for the taking shall be the property of the LANDLORD.

If any part of the premises, but less than all, shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is reasonably suitable for the use of the premises made by TENANT immediately prior to such condemnation, this lease shall continue in full force and effect for the balance of the term thereof; provided, however, that the annual rental paid by TENANT shall be reduced by an amount equal to twelve (12%) of the net proceeds received by the LANDLORD from the condemning authority for the taking, said net proceeds to be the amount paid by the condemning authority less attorney's fees, costs and expenses incurred by LANDLORD in connection therewith.

In the event so much of the premises is taken or condemned that, in the reasonable judgment of TENANT, the aforesaid use by TENANT shall be substantially impaired, then the TENANT shall have the option of either:

a. Continuing the lease upon the reduced rental formula provided for above; or

b. Terminating the lease by purchasing in fee simple title to the premises from the LANDLORD for the sum of Two Hundred Fifty Thousand Dollars ($250,000), for the premises at 1010 South Central Expressway, Richardson, Texas, described in Exhibit A attached hereto.

E

000858

The TENANT shall have thirty (30) days from the date that possession shall vest in the condemnor within which to exercise the above options. In the event that TENANT shall fail to give LANDLORD written notice of its intention within said thirty (30) day period, then the TENANT shall be conclusively presumed to have designated the option contained in subparagraph a. above, it shall accompany said notice with a deposit equal to ten per cent (10%) of the purchase price, and shall within thirty (30) days thereafter pay the balance of the purchase price, less any mortgage which may then encumber the premises, to the LANDLORD in cash. The LANDLORD shall convey good and marketable title to the TENANT subject only to:

(1) The unpaid principal balance of any mortgage for which the TENANT shall receive credit against the purchase price; and

(2) Any other conditions of title which existed at the time LANDLORD acquired title, or were subsequently caused by or consented to by the TENANT.

19. SHORT FORM LEASE. Simultaneously with the execution and acknowledgment of this lease, the parties shall execute a "short form" lease for recording purposes. In no event shall such "short form" set forth the rental or other charges payable by the TENANT under this lease, and such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms

and conditions of this lease. In the event that LANDLORD or TENANT shall terminate and cancel this lease pursuant to the provisions contained herein for any cause other than LANDLORD's breach thereof, TENANT shall prepare, execute, and deliver to LANDLORD a release and cancellation of this lease.

20. SUBORDINATION. TENANT agrees upon request of LANDLORD to subordinate this lease and its rights hereunder to the lien of any mortgage, deed of trust or other voluntary hypothecation charged against the premises or any land, building or improvements included therein, or of which the premises are a part, or any portion or portions thereof, which mortgage, deed of trust or other voluntary hypothecation is to be recorded. TENANT further agrees to execute at any time and from time to time such documents as may be required to effectuate such subordination; provided, however, that TENANT shall not be required to effectuate such subordination or other documents hypothecating any interest in the premises unless the mortgagee, or hypothecary creditor named in such mortgage shall first agree in writing that so long as TENANT is not in default of any of the terms, covenants or conditions of this lease, neither this lease nor any of the rights of TENANT hereunder shall be terminated or modified or be subject to termination or modification by virtue of any provision of such mortgage, or other hypothecation, or any sale of the premises upon foreclosure or other exercise of remedies by such mortgagee, beneficiary or hypothecary creditor.

21. ALTERATIONS AND IMPROVEMENTS. TENANT may, provided the value of the premises is not thereby impaired, at its option, make improvements of the premises or may install or replace

000860 E

equipment, lighting, partitioning or furnishings within the premises at its sole cost and expense as may be required by the business conducted therein. All furniture and equipment other than air conditioning, heating and lighting systems so installed shall remain the property of TENANT and may be removed from the premises at any time during the term or at the termination of TENANT's occupancy hereunder, provided that the lease shall not be in default, and provided that any damage caused by such removal shall be repaired by TENANT. TENANT may elect not to remove any or all of such equipment and furnishings in which case the same shall become the property of LANDLORD upon TENANT's surrender of the premises. TENANT agrees that any and all alterations or additions shall be made in compliance with the building codes and ordinances, laws and regulations applicable to the premises; provided, however, there shall be no structural changes to the building without the LANDLORD's consent, which consent will not be unreasonably withheld. Should a building permit or other permit be required by TENANT to accomplish said improvements, LANDLORD will not unreasonably refuse to execute all documents required to obtain said permits including dedication documents if such are required to obtain said permits.

22. PERSONAL PROPERTY. It is agreed that all furniture, fixtures and equipment installed by TENANT in the premises shall at all times be and remain personal property, regardless of the method in which the same is affixed to the premises and may be removed by TENANT at the expiration or sooner termination of this

lease; provided this lease shall not then be in default. TENANT shall, at its expense, repair any damage to the building caused by such removal. It is agreed that the air conditioning, heating and lighting systems contained in the building may not be removed unless they are replaced with better systems, and all such systems when installed in the building shall, upon the termination of this lease, became the property of the LANDLORD.

The LANDLORD is hereby granted a lien on all of the personal property of the TENANT in the building, which lien is given to secure the performance by the TENANT of all of its obligations hereunder. The LANDLORD agrees to subordinate his lien once on each item of furniture, fixtures and equipment installed on the premises by the TENANT, said subordination to be given at the time of the initial purchase of any item of furniture, fixtures and equipment, or subsequent to its initial purchase, but in any event such subordination shall be given only once on any individual item of personal property. Further, no such subordination shall be given with regard to the air conditioning, heating and lighting systems installed in the building. Further, any such subordination shall be conditioned upon the party to whom said subordination is given agreeing to repair any damage which may be caused to the premises upon the removal of said personal property by said third party. LANDLORD shall execute any waivers, consents, or other documents reasonably required by TENANT or any third party to effectuate the terms of this section.

000862

23. COVENANT OF QUIET ENJOYMENT. LANDLORD covenants and agrees to and with TENANT that at all times when TENANT is not in default under this lease and during the term of this lease, TENANT's quiet and peaceable enjoyment of the premises shall not be disturbed or interfered with by LANDLORD or any person claiming by, through or under LANDLORD.

24. SIGNS. TENANT may affix, erect and maintain on the premises such signs or advertisements as TENANT shall deem reasonably necessary to the conduct of its business; provided, however, that the cost of erection and maintenance of any such sign or advertisement shall be the responsibility of TENANT.

At the expiration or termination of this lease, and provided this lease shall not then be in default, TENANT may, at its option, remove all signs and other identifying logos from the premises and repaint the building with colors selected by the LANDLORD so as to eliminate TENANT's distinctive color combinations. Provided the lease shall not be in default, LANDLORD shall not thereafter permit such distinctive colors or color combinations, signs or other identifying marks, to be used on the premises. Any such removal of signs and other identifying marks from the premises and repainting of the building shall be done within ten (10) days after the termination of the lease.

25. HOLDING OVER. Any holding over by TENANT after expiration of the term hereof or any extension thereof shall be construed as a tenancy from month to month, subject to all the conditions of this lease and at the rental rate effective as of the last month

000863 E

of the term expired. Either party may terminate such month to month tenancy by giving to the other thirty (30) days written notice of its intent to terminate.

26. SURRENDER. In the event of the return of the premises to the LANDLORD in a damaged condition as a result of a casualty or act of God, the damage shall be repaired by the TENANT or the cost thereof paid by the TENANT and its insurer as provided in Section 17 hereof.

27. RIGHTS OF PARTIES. Either LANDLORD or TENANT may from time to time at its option exercise all rights or remedies which either may have at law or in equity and nothing herein contained shall be construed as in any way abridging or waiving such rights or remedies; and any consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this lease, or as to any breach or default hereunder by the other party hereof, shall not constitute or be construed as a waiver of the former party's right to enforce performance of the conditions and terms hereof at all other times.

28. NOTICES. Any written notice provided to be given under this lease to LANDLORD shall be given to LANDLORD at the above address and any notice given to TENANT shall be addressed to TENANT at TENANT's office and principal place of business. Such notice shall be given by United States mail, certified or registered return receipt requested, properly addressed and postage prepaid. The address of either party may be changed by written notice to the other.

29. CONTEST OF LIENS AND ENCUMBRANCES BY TENANT. TENANT shall

000864 E

have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanic's, laborer's, or materialmen's lien or other claimed lien or encumbrance. Such contest shall be made in the manner and subject to all the terms and conditions set forth in Section 11 (Taxes) as though such contest were a contest of the validity or amo9nt of a payment of additional rent.

30. BINDING FUTURE PARTIES. Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.

31. CONSTRUCTION OF WORDS. Wherever the singular number is used herein, the same may include the plural if the contest so requires, and any gender used herein may likewise include any other gender.

32. SECTION HEADINGS. Section headings contained herein shall in no way limit or restrict the interpretation to be placed upon any word or phrase following each heading.

33. NO ORAL MODIFICATION. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

34. MAINTENANCE. TENANT shall keep the interior and exterior of the buildings and appurtenances, along with the parking lot and grounds, which are a part of the demised premises, in good repair and condition, clear of ice and snow or any other slippery substances, at TENANT's sole cost and expense throughout the term of this lease.

000865 S

35. CONDITIONAL LIMITATIONS. Each covenant of LANDLORD shall be a condition to the performance of TENANT's obligations hereunder. Each covenant of TENANT shall be a condition to the performance of LANDLORD's obligations hereunder.

36. NET LEASE. It is the intention of the parties that this lease shall be a "net lease" to the LANDLORD, and that any and all expenses incurred in the maintenance, repair and operation of the premises as a pancake house or restaurant or for any other purpose, shall be paid by TENANT.

IN WITNESS WHEREOF, the parties have duly executed this lease the day and year first above written. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

LANDLORD

By Michael Abatuno, Trustee
Michael A. Abatuno, Trustee
under Indenture of Trust dated
February 28, 1972, known as the
Crepe Trust

TENANT

INTERNATIONAL INDUSTRIES, INC.,
a Delaware corporation

By E H Kaa VP
Title

(corporate seal)

Attest: M J Weinstein
Asst. Secy.
Title

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the Crepe Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 1972.

Notary Public
My commission expires:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

STATE OF CALIFORNIA
County of Los Angeles (General)

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles, which Court is a Court of Record,

having by law a seal, do hereby certify that Bonnie L. Vigro

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the principal place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at Los Angeles, California April 12, 1972

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles.

By J. J. Butler Deputy

76C525H— Calo 3-71

000867

$236,550.00 Dallas, Texas April 24, 1972

FOR VALUE RECEIVED, the undersigned promise to pay to GULF COAST INVESTMENT CORPORATION or order, the sum of TWO HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FIFTY AND NO/100 ($236,550.00) DOLLARS, with interest from date until maturity at the rate of eight (8%) per cent per annum, both principal and interest payable at Houston, Texas, said interest being payable monthly with the installment of principal.

The principal and interest of this note are payable as follows:
In monthly installments of $2,261.02 each, including interest, the first of such installments being due and payable on August 1, 1972, and subsequent installments in a like amount being due and payable on the 1st day of each succeeding month thereafter to and including the 1st day of July, 1987, at which time the then remaining unpaid balance of principal and interest will become due and payable; each installment, as paid, to be credited first to the payment of interest accrued on the unpaid balance of the principal and second, the remainder to the payment of principal.

The undersigned shall have the privilege of prepaying up to $23,655.00 in any loan year without premium, non-cumulative. After the third loan year the undersigned shall have the privilege of prepaying in excess of $23,655.00 with a 1% premium on the amount so prepaid.

Without in any way limiting its right to accelerate the maturity of this note upon the non-payment of any installment hereon when due, if any such installment is not paid when due, the Payee may, at its option, collect a "late charge" to cover additional expenses of processing and collecting such delinquent installment, in an amount equal to 2% of such delinquent installment.

Any provision in this note to the contrary notwithstanding the indebtedness evidenced hereby shall not constitute a personal obligation of the maker individually, but shall be collectible solely as a rem obligation against the hereinafter described property.

All past due principal and interest shall bear interest from maturity until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note or any installment of principal or interest hereon when due, shall at the election of the holder hereof, mature this note, and the liens herein mentioned, either or both, shall be subject to foreclosure as the holder may elect.

The makers, endorsers, sureties, guarantors and all other persons who are, or who may become liable for the payment hereof, severally waive demand, presentment, protest, notice of non-payment, notice of protest, and any and all lack of diligence or delays in collection, or the filing of suit hereon which may occur, and expressly consent and agree to all extensions of time hereof from time to time at or after maturity (either original or declared) and waive all notice thereof.

This note is secured by the vendor's lien retained in a deed of even date herewith from IHOP Corporation of Richardson, Texas to the undersigned and additionally secured by a deed of trst of even date herewith from the undersigned to Richard E. Hulbirt, Trustee, conveying a tract of land in the Isaac Wiley Survey, Abstract No. 1575, in Dallas County, Texas, and being more fully described by mates and bounds in said deed and deed of trust; to which instruments reference is hereby made, and if this note is placed in the hands of an attorney for collection, or is collected by suit or through the Probate Court, the undersigned agrees to pay ten per cent additional on the principal and interest then due hereon as attorney's fees.

Michael A. Abatuno Trustee

MICHAEL A. ABATUNO, TRUSTEE under an indanture of Trust dated February 28, 1972, known as the CREPE TRUST

000877

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
506 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU
NORMAN E. BANDREA

TELEPHONE
274-0500
AREA CODE 401

April 7, 1972

International Industries, Inc.
9300 Wilshire Blvd.
Beverly Hills, California 90212

ATTENTION: Mr. Gerald Fisher,
Director of Real Estate

Dear Gerald:

In accordance with your instructions, I am enclosing herewith a purchase agreement and real estate master lease, both of which have been duly executed by me.

The warranty deed and the mortgage will be prepared by Lawyers Title Insurance Corporation, and I would appreciate it if you could direct them to Mr. Gerry Congleton at the Gulf Coast Investment Corporation, Houston, Texas. At the same time that mortgage is prepared, an assignment of the mortgage should also be prepared transferring and assigning said mortgage to the Old Stone Savings Bank, a mutual savings bank organized under the laws of the State of Rhode Island with a principal place of business in the City of Providence, State of Rhode Island.

Inasmuch as you have not sent me the franchise sub-lease, I was unable to prepare the short form lease or the subordination agreement. Under the circumstances, I would appreciate it if you could do so. It is understood that you will annex copies of the sub-lease to the purchase agreements and label it Exhibit B. Attachment of Exhibit B to the yellowback cover will be satisfactory. Please request the Lawyers Title Insurance Corporation to furnish a copy of the mortgage and trust agreement together with copies of the various powers of attorney authorizing discharge, duly signed and acknowledged by each of the lenders.

I am enclosing check number 90720500 drawn on the Industrial National Bank of Rhode Island in the sum of $1,000 payable to Lawyers Title Insurance Corporation.

Thank you for your cooperation in this matter.

Very truly yours,

MICHAEL A. ABATUNO

MAA/js
encs.

ASSIGNMENT OF LIEN
Recording Fee $3.50
Close: MG/cb

THE STATE OF TEXAS }
COUNTY OF DALLAS } KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 24th day of April, A. D. 19 72, Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, did execute one certain note, described as follows:

Being in the principal sum of $236,550.00 and being payable to the order of Gulf Coast Investment Corporation as therein provided, secured by the vendor's lien retained in a deed of even date therewith from IHOP Corporation of Richardson, Texas to the maker of said note,

and which said note is set out and described in a certain deed of trust

executed by Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to Richard E. Hulbirt, Trustee,

and recorded in volume , page , records of Deeds of Trust

of Dallas County, Texas, and secured by the vendor's and deed of trust

lien therein expressed, on the following described lot, or parcel of land, situated in County of

Dallas, State of Texas, to-wit:

A tract of land in the Isaac Wiley Survey, Abstract No. 1575, in Dallas County, Texas, and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that GULF COAST INVESTMENT CORPORATION, a corporation acting herein by and through its duly authorized officers, the payee and owner and holder of said note, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash and other good and valuable considerations to it in hand paid by OLD STONE SAVINGS BANK, a mutual savings bank organized under the laws of the State of Rhode Island with a principal place of business in the City of Providence, State of Rhode Island, the receipt of which is hereby acknowledged, have Sold, Transferred and Conveyed, and do hereby Sell, Transfer and Convey unto said OLD STONE SAVINGS BANK, the said note and said lien and all liens and titles held by the/ undersigned in and to said land securing payment of the note hereby transferred.

To have and to hold the same unto the said OLD STONE SAVINGS BANK, its successors and assigns forever.

All without recourse on the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed, this the 24th day of April, 19 72.

000895

ATTEST: GULF COAST INVESTMENT CORPORATION

BY: .....

Secretary President

EXHIBIT "A"

Being a part of the Isaac Wiley Survey, Abstract No. 1575, also being a portion of a tract of land conveyed to P. H. Pewitt by M. F. Webster by deed dated June 1, 1964, recorded in Volume 322, Page 154, Deed Records of Dallas County, Texas, and being more particularly described as follows:
BEGINNING at a one-half inch iron rod at the intersection of the South line of Spring Valley Road with the East line of St. Paul Drive (Floyd Road);
THENCE with the South line of Spring Valley Road North 88 degrees 42 minutes East 44.0 feet to point for corner;
THENCE South 01 degree 18 minutes East 70.0 feet to point for corner;
THENCE North 88 degrees 42 minutes East a distance of 48.36 feet to point for corner;
THENCE South 22 degrees 34 minutes 45 seconds East a distance of 150.39 feet to point for corner;
THENCE South 45 degrees 12 minutes West a distance of 18.9 feet to concrete monument;
THENCE South 30 degrees 12 minutes West a distance of 193.8 feet to concrete monument;
THENCE South 45 degrees 15 minutes West 45.90 feet to a concrete monument at the intersection of the Northwest line of Central Expressway (U. S. Highway 75) and the East line of St. Paul Drive (Floyd Road);
THENCE with the East line of St. Paul Five (Floyd Road) North 1 degree 08 minutes West 419.5 feet to the place of beginning, and being a part of a tract of land now known as SOUTHRICH VILLAGE, an addition to the City of Richardson, Texas, according to the map thereof recorded in Volume 67092, Page 243, Map Records of Dallas County, Texas, and being the same property conveyed to IHOP Corporation of Richardson, Texas, by deed from Mobil Oil Corporation (successor corporation to Socony Mobil Oil Company, Inc.), dated July 28, 1967, filed August 14, 1967, recorded in Volume 67158, Page 1971, Deed Records of Dallas County, Texas, said deed containing the following covenant:

"It is hereby expressly agreed and covenanted between the parties that no building or dwelling shall be placed upon the following described land, to-wit::

The following described tract or parcel of land situate in the City of Richardson, Dallas County, Texas, being a part of the Isaac Wiley Survey, Abstract 1575, also being a portion of a tract of land conveyed to P. H. Pewitt by M. F. Webster, 6-1-64, and recorded in Volume 322, Page 154 of the Deed Records of Dallas County, Texas. The tract being more particularly described as follows:
STARTING at a 1/2 inch iron rod at the intersection of the South line of Spring Valley Road, with the East line of St. Paul Drive (Floyd Road);
THENCE with the South line of Spring Valley Road N 88 degrees 42' E. 44.0 feet to a place of beginning;
THENCE South 01 degrees 18 minutes East 70.00 feet to a point for corner;
THENCE North 88 degrees 42 minutes East 48.36 feet to a point for corner;
THENCE North 01 degree 18 minutes West 70 feet to a point for corner;
THENCE South 88 degrees 42 minutes West 48.36 feet to the place of beginning,
and this covenant and agreement is imposed for the benefit of Grantee and is to run with said land and every part thereof, and this covenant shall be inserted or incorporated in any deed, lease, or other conveyance of the hereinabove described land."

EXCULPATORY AGREEMENT

In consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, and in further consideration of the agreement of MICHAEL A. ABATUNO in his capacity as TRUSTEE of the CREPE TRUST to execute that certain promissory note in the amount of Two Hundred Thirty-six Thousand Five Hundred Fifty Dollars ($236,550.00) to the GULF COAST INVESTMENT CORPORATION of Houston, Texas, which will be duly negotiated at the OLD STONE SAVINGS BANK, a mutual savings bank of the State of Rhode Island, said OLD STONE SAVINGS BANK for itself, its successors and assigns, hereby releases, absolves and agrees to hold harmless said MICHAEL A. ABATUNO, his heirs, administrators and executors, from and against any obligations, claims or demands arising by reason of his signature in his capacity as Trustee under an Indenture of Trust dated February 28, 1972, amended April 7, 1972, on that certain promissory note dated June , 1972, in the amount of Two Hundred Thirty-six Thousand Five Hundred Fifty Dollars ($236,550.00), plus interest and charges; RESERVING, HOWEVER, all rights against said Michael A. Abatuno in his capacity as Trustee under said Indenture of Trust, and his successors and assigns, and all claims and demands against said CREPE TRUST.

OLD STONE SAVINGS BANK

In the presence of:

Emma M. Segool

By Stephen H. Flanagan
Title

STEPHEN H. FLANAGAN, Asst. Vice President

000899

Form 42-15 - Texas Form T-14

H71-D-3520
DE/bc

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

MORTGAGEE INFORMATION LETTER

Amount $236,550.00

Re: Loan to: CREPE TRUST

TO: Gulf Coast Investment Corporation
Houston, Texas

GENTLEMEN:

In connection with your captioned loan, we will, subject to the conditions and requirements herein contained, issue to you our Mortgagee Title Policy on the standard printed form then prescribed by the State Board of Insurance of the State of Texas insuring that you hold a valid first Deed of Trust lien securing the payment of such loan.

Section A

You are advised that in such policy:

a. The lien to be insured will be described as follows:

Your lien to borrower.

b. The property covered by such lien will be described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE PROPERTY DESCRIPTION, AS IF HEREIN COPIED IN FULL.

c. The fee simple title to such property will be shown vested in:

Michael A. Abatuno, Trustee under an Indenture of Trust, dated February 28, 1972, known as the Crepe Trust

(Records now show title in IHOP Corporation of Richardson, Texas)

Section B

Schedule "B" of such policy will contain the following exceptions:

1. All restrictive covenants affecting the above described property, but the Company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured. NONE OF RECORD, except those**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show. (May be deleted if Manual provisions concerning survey are complied with.)

3. Taxes for the year 1972 and subsequent years.

4. Usury or claims of usury.

5. Any right of recission contained in any "Consumer Credit Protection", "Truth-in-Lending" or similar acts.

6. (Insert here all other specific exceptions as to liens, easements, outstanding mineral and royalty interest, etc., which will be shown as exceptions in the Mortgagee Policy.)

(a) Plat shows a 100 x 15 foot sanitary sewer easement which would affect the most Easterly Northeast corner of subject property.

(b) Ten foot utility easement as shown on recorded plat of addition.

(c) Easement from International House of Pancakes Corporation of Richardson, Texas to City of Richardson, dated August 21, 1968, filed September 27, 1968, recorded in Deed Records of Dallas County, Texas.

(d) Terms and provisions of lease agreement by and between Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the Crepe Trust to International Industries, Inc., a Delaware corporation, dated April 11, 1972,

000918

** recorded in Volume 67158, Page 1971, Deed Records of Dallas County, Texas.

...ed to us for our satisfaction at or prior to the date of the issuance of ... Guarantee Policy:

1. Execution, delivery ... cording of proper and valid instrument ... ...ents vesting title in portion ... and creating lien described above under Section A.

2. Any defect, lien, encumbrance, or other matter affecting the title to subject property or the lien to be insured, which may be filed or may arise subsequent to the date hereof.

3. Determination by us of owner's acceptance of any new construction or repairs, and payment of labor and material bills.

4. Payment to or for the account of the mortgagors of the full proceeds of the loan.

5. Payment to the undersigned company of its premium for title insurance and other proper charges incurred in connection with processing this matter.

6. Satisfactory evidence that restrictions or restrictive covenants have not been violated.

7. (Here show outstanding liens or other matters which must be disposed of at or before disbursement.)

(a) Deed of Trust from IHOP Corp. of Richardson, Texas to Manuel DeBusk, Trustee, dated July 25, 1970, filed August 4, 1970, recorded in Volume 70150, Page 1923, Dallas County, Deed of Trust Records, secure note for $213,700.00 payable to Republic Mortgage Investors, additional secured by Collateral Assignment of Rents, dated July 29, 1970, filed August 4, 1970, recorded in Volume 70150, Page 2021, Dallas County, Deed Records.(To be released at time of closing).

(b) Deed of Trust from International Industries, Inc. to Price Smith, Trustee, dated March 22, 1971, filed April 26, 1971, recorded in Volume 71081, Page 1953, Dallas County Deed of Trust Records, securing Note for $100,000,000.00 and note for $14,000,000.00, both payable to Security Pacific National Bank. (to be released at time of closing).

(c) Otain appropriate corporate resolution authorizing this transaction.

This letter is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown under Section B hereof, and your failure to disclose any such personal information shall render this letter and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This letter shall be used only in connection with the above mentioned policy, by the addressee only, and in no event shall it be effective after thirty days from the date hereof. Also, this letter shall not be valid until countersigned by a duly authorized Officer or Agent of the Company.

COUNTERSIGNED AT

Dallas, Texas,

this 17th day of May,

19 72 at ---------- o'clock ---------- M.

HEXTER-FAIR TITLE COMPANY

By Dolores Wilson
Authorized Officer or Agent

Lawyers Title Insurance Corporation

George V. Scott
President

SEAL 1925

Attest: Clifford B. Hurt
Secretary

REV. 1970

OFFICE MEMORANDUM

OLD STONE

DATE: September 23, 1985

TO: D. L. Savoie

FROM: W. D. Taylor W.D.T.

SUBJECT: Crepe Trust - Loan #GCT 9713-C; Beneficiaries Fernand St Germain, Mr. DeBernardo; Present Balance $123,000

In March of 1972, Mr. St Germain contacted Robert Stevens to request that OSB consider lending him or his nominee his cost to purchase two House of Pancakes located in Richardson, Texas, and the Bronx, N.Y.C.

House of Pancakes was a well-known, successful restaurant chain at that time with a large number of franchisees. Both were existing units, and one year's operating statements were furnished indicating successful operating results.

It was Mr. St Germain's intent to purchase these units from International Industries, Inc., a conglomerate, one of whose subsidiaries was International House of Pancakes, and lease them back to III on a twenty-year triple net lease.

Old Stone's appraisal was based primarily on the income flow. The income to the owner (St Germain) on the Texas property was going to be $28,386, and this was capitalized at 9% to indicate an economic value of $315,000 against a cost of $236,500 and a loan amount of $236,500. The capitalization rate of 9% was not inconsistent with cap rates being used in the 1st quarter of 1972. The interest rate of 8%, while on the lower edge, was in the range of 8 to 9 being secured on other loans at that time. Our commitment required satisfactory physical inspection of the properties by OSB.

Mr. Bessette inspected the Texas property and found it satisfactory in all respects.

Mr. Stevens and Mr. Lind inspected the Bronx property and were not satisfied with the location, and the commitment was withdrawn.

We brought Gulf Coast Mortgage Company into the Texas deal to do the closing and servicing and purchased the loan from them in July of 1972 by assignment, our usual procedure.

It should be noted that this loan was made for a term of 15 years with full amortization over that period, very conservative in that respect.

Subsequent Events

In May of 1975, Mr. St Germain requested that we extend the loan amortization to 20 years, rather than the present 15 years, to improve his cash flow. This was considered by the Executive Committee and approved subject to the interest rate

000956

8-17-181 I/P

LOAN MODIFICATION AGREEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 24, 1972, Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, executed a promissory note in the original principal sum of TWO HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FIFTY AND NO/100 ($236,550.00) DOLLARS, payable to the order of Gulf Coast Investment Corporation and bearing interest and being payable on the terms therein set forth, a true and correct copy of which note is attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, the said note was secured by a vendor's lien retained in a deed of even date therewith from International House of Pancakes Corporation of Richardson, Texas, and further secured by a deed of trust dated April 24, 1972, executed by Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST to Richard E. Hulbirt, Trustee, for the benefit of Gulf Coast Investment Corporation, which deed of trust was filed of record in the County Clerk's Office of Dallas County, Texas on July 10, 1972 at Volume 72133, Page 2971 of the Deed of Trust Records of Dallas County, Texas, said note and lien securing the same having been transferred to Old Stone Savings Bank by Gulf Coast Investment Corporation by assignment of lien dated April 25, 1972, filed of record in the County Clerk's Office of Dallas County, Texas on July 10, 1972, at Volume 72133, Page 2976 of the Dallas County Deed Records, said liens having been granted in that one certain tract of real property in the Isaac Wiley Survey, Abstract No. 1575, in Dallas County, Texas, a metes and bounds description of which is attached hereto as Exhibit B and made a part hereof for all purposes; and

WHEREAS, the principal balance due and owing on the said note after application of the payment due ~~March~~ April 1, 1977, is

000971

Eight nine hundred seventy and 30/100
ONE HUNDRED NINETY THOUSAND TWO HUNDRED NINETY NINE AND 66/100
189,307.30
($190,299.66) DOLLARS and there then being One Hundred Twenty
Three
~~Four~~ (123) additional payments yet to be made to amortize the loan in accordance with the original terms thereof which provided for interest at the rate of eight (8%) percent per annum and equal monthly payments of TWO THOUSAND TWO HUNDRED SIXTY ONE AND 02/100 ($2,261.02) DOLLARS beginning August 1, 1972 and further providing that on the first day of July, 1987, the then remaining unpaid balance of principal and interest would become due and payable; and

WHEREAS, the parties hereto desire to amend the said note in the manner hereinafter provided, and the said note and lien securing the same to otherwise remain in full force and effect as written;

NOW, THEREFORE, in consideration of the premises and the further consideration of the payment of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the said note is hereby amended as follows:

1. The principal balance of ONE HUNDRED ~~NINETY THOUSAND~~ eight nine thousand
three hundred seven and 30/100 189,307.30
~~TWO HUNDRED NINETY~~ NINE AND 66/100 (~~$190,299.66~~) DOLLARS shall bear interest at the rate of eight and one-half (8-1/2%) percent per annum, from ~~March~~ April 1, 1977 until paid.

2. The monthly installments shall be the sum of ONE THOUSAND SEVEN HUNDRED NINETY ~~EIGHT~~ three AND 86/100 1793.86 ($~~1,798.92~~) DOLLARS per month with the first such payment being due ~~April~~ MAY 1, 1977, and subsequent installments in a like amount being due and payable on the first day of each month thereafter to and including the first day of July, 1993, at which time the then remaining unpaid balance of principal and interest will become due and payable.

3. In all other respects the said note and lien securing remain in full force and effect.

009972

EXECUTED effective the first day of ~~March~~ April, 1977.

Sheldon L Gerber Successor ~~MICHAEL A. ABATUNO~~, TRUSTEE under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST

THE STATE OF RHODE ISLAND §

COUNTY OF PROVIDENCE §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sheldon L Gerber Successor ~~MICHAEL A. ABATUNO~~, TRUSTEE under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and in the capacity therein stated acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND SEAL OF OFFICE this the ____ day of _____, 1977.

NOTARY PUBLIC in and for
Providence County, Rhode Island

OLD STONE BANK

By_____

THE STATE OF RHODE ISLAND §

COUNTY OF PROVIDENCE §

BEFORE ME, the undersigned, a Notary Public in and for said County and State , on this day personally appeared _____, known to me to be the _____ of OLD STONE BANK of Providence, Rhode Island, known to me to be the person whose name is subscribed to the foregoing instrument and in the capacity therein stated acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1977.

NOTARY PUBLIC in and for
Providence County, Rhode Island

April 11, 1977

Mr. Dick Reese
Gulf Coast Investment Group
Post Office Box 1660
Houston, TX 77001

Re: Crepe Trust
Your Loan No. 4-00431
Our Loan No. GCT 9713-C

Dear Dick:

As you will recall, earlier this week we discussed the modification of the above-captioned loan. I am enclosing a copy of Mr. William Taylor's letter of April 6, 1977, outlining the terms of the modification that Old Stone is willing to make. You will note they have been accepted by the borrower. The new monthly payment will be $1,707.77 and please note that this will create a balloon payment due on July 1, 1987. I ask that you have local counsel draw the modification agreement. When received, you should direct it to Mr. Charles Sokoloff at 162 Main Street, Woonsocket, Rhode Island who will see to the execution by the Trust. Please specify that he include with the agreement evidence of authority to execute for the party who does so. Also instruct him to forward the modification to me at Old Stone Bank for signing, and I will return them to you for recording.

Also enclosed is Mr. St. Germain's check in the amount of $150.00 which I have endorsed over to Gulf Coast Investment Corporation to cover the attorney's and recording fees in connection with this transaction. If there is anything left over after these expenses, it is to be split equally between Old Stone Bank and Gulf Coast Investment Group.

If you have any questions concerning the transaction, please give me a call.

Very truly yours,

OLD STONE BANK

000978

Robert L. Evans
Real Estate Officer

RLE/jm
Enclosure

INTEROFFICE MEMORANDUM

OLD STONE BANK

DATE: May 25, 1977

TO: Janet Scacciotti

FROM: Robert L. Evans

SUBJECT: Crepe Trust-Loan No. GCT 9713-C

You asked for a synopsis on the above styled matter. It is as follows:

On April 5, 1977, Mr. Taylor submitted a recommendation to the Executive Committee whereby the loan was modified by increasing the interest rate to 8 1/2 percent and extending the present loan amortization schedule by six years to sixteen years and four months. The term remained at ten years and four months, thereby creating a final balloon payment in ten years and four months' time. A copy of that recommendation is attached.

Subsequently Mr. Barnes, on May 23, 1977, obtained approval from the Credit Policy Committee to extend the term an additional six years to match the amortization schedule, thereby eliminating the balloon payment.

Please see me if any questions remain unanswered.

RLE/jm/REIG

cc: Mr. T. Barnes

000979

FINANCIAL PUBLISHING COMPANY
82 Brookline Avenue
Boston, Massachusetts 022
(617) 262-4040

SCHEDULE OF DIRECT REDUCTION LOAN

ANNUAL % RATE	PAYMENT $	LOAN $	TERM: YEARS	MONTHS	PERIODS
8.50	1,793.86	189,307.30	16	3	195

PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN	PAY'T NO.	INTEREST PAYMENT	PRINCIPAL PAYMENT	BALANCE OF LOAN
1	1,340.93	452.93	188,854.37	61	1,102.09	691.77	154,898.6
2	1,337.72	456.14	188,398.23	62	1,097.19	696.67	154,201.
3	1,334.49	459.37	187,938.86	63	1,092.26	701.60	153,499.
4	1,331.23	462.63	187,476.23	64	1,087.29	706.57	152,793.
5	1,327.96	465.90	187,010.33	65	1,082.29	711.57	152,081.
6	1,324.66	469.20	186,541.13	66	1,077.25	716.61	151,365.
7	1,321.33	472.53	186,068.60	67	1,072.17	721.69	150,643.
8	1,317.99	475.87	185,592.73	68	1,067.06	726.80	149,916.
9	1,314.62	479.24	185,113.49	69	1,061.91	731.95	149,184.
10	1,311.22	482.64	184,630.85	70	1,056.72	737.14	148,447.
11	1,307.80	486.06	184,144.79	71	1,051.50	742.36	147,705.
12	1,304.36	489.50	183,655.29	72	1,046.24	747.62	146,957.
13	1,300.89	492.97	183,162.32	73	1,040.95	752.91	146,204.
14	1,297.40	496.46	182,665.86	74	1,035.62	758.24	145,446.
15	1,293.88	499.98	182,165.88	75	1,030.24	763.62	144,682.
16	1,290.34	503.52	181,662.36	76	1,024.84	769.02	143,913.
17	1,286.78	507.08	181,155.28	77	1,019.39	774.47	143,139.
18	1,283.18	510.68	180,644.60	78	1,013.90	779.96	142,359.
19	1,279.57	514.29	180,130.31	79	1,008.38	785.48	141,573.
20	1,275.92	517.94	179,612.37	80	1,002.81	791.05	140,782.
21	1,272.25	521.61	179,090.76	81	997.21	796.65	139,986.
22	1,268.56	525.30	178,565.46	82	991.57	802.29	139,183.
23	1,264.84	529.02	178,036.44	83	985.89	807.97	138,375.
24	1,261.09	532.77	177,503.67	84	980.16	813.70	137,562.
25	1,257.32	536.54	176,967.13	85	974.40	819.46	136,742.
26	1,253.52	540.34	176,426.79	86	968.59	825.27	135,917.
27	1,249.69	544.17	175,882.62	87	962.75	831.11	135,086.
28	1,245.84	548.02	175,334.60	88	956.86	837.00	134,249.
29	1,241.95	551.91	174,782.69	89	950.93	842.93	133,406.
30	1,238.04	555.82	174,226.87	90	944.96	848.90	132,557.
31	1,234.11	559.75	173,667.12	91	938.95	854.91	131,702.
32	1,230.14	563.72	173,103.40	92	932.89	860.97	130,841.
33	1,226.15	567.71	172,535.69	93	926.79	867.07	129,974.
34	1,222.13	571.73	171,963.96	94	920.65	873.21	129,101.
35	1,218.08	575.78	171,388.18	95	914.47	879.39	128,221.
36	1,214.00	579.86	170,808.32	96	908.24	885.62	127,336.
37	1,209.89	583.97	170,224.35	97	901.97	891.89	126,444.
38	1,205.76	588.10	169,636.25	98	895.65	898.21	125,546.
39	1,201.59	592.27	169,043.98	99	889.29	904.57	124,641.
40	1,197.39	596.47	168,447.51	100	882.88	910.98	123,730.
41	1,193.17	600.69	167,846.82	101	876.43	917.43	122,813.
42	1,188.91	604.95	167,241.87	102	869.93	923.93	121,889.
43	1,184.63	609.23	166,632.64	103	863.38	930.48	120,958.
44	1,180.31	613.55	166,019.09	104	856.79	937.07	120,021.
45	1,175.97	617.89	165,401.20	105	850.15	943.71	119,078.
46	1,171.59	622.27	164,778.93	106	843.47	950.39	118,127.
47	1,167.18	626.68	164,152.25	107	836.74	957.12	117,170.
48	1,162.73	631.11	163,521.14	108	829.96	963.90	116,206.
49	1,158.27	635.59	162,885.55	109	823.13	970.73	115,235.
50	1,153.77	640.09	162,245.46	110	816.25	977.61	114,258.
51	1,149.24	644.62	161,600.84	111	809.33	984.53	113,273.
52	1,144.67	649.19	160,951.65	112	802.36	991.50	112,282.
53	1,140.07	653.79	160,297.86	113	795.33	998.53	111,283.
54	1,135.44	658.42	159,639.44	114	788.26	1,005.60	110,278.
55	1,130.78	663.08	158,976.36	115	781.14	1,012.72	109,265.
56	1,126.08	667.78	158,308.58	116	773.96	1,019.90	108,245.
57	1,121.35	672.51	157,636.07	117	766.74	1,027.12	107,218.
58	1,116.59	677.27	156,958.80	118	759.46	1,034.40	106,183.
59	1,111.79	682.07	156,276.73	119	752.14	1,041.72	105,142.
60	1,106.96	686.90	155,589.83	120	744.76	1,049.10	104,093.

The final payment is usually somewhat different from the regular payment, and is shown starred on the last line.

000980

May 26, 1977

Mr. Charles Sokoloff
1122 Industrial Bank Building
Providence, Rhode Island

Re: Crepe Trust
Our Loan No. GCT 9713-C
Gulf Coast Investment Group No. 4-431

Dear Mr. Sokoloff:

On May 11, 1977, Burdett Ellwanger of Gulf Coast Investment Corporation directed to your attention a modification agreement for the above-captioned loan. That modification agreement increased the interest rate to 8 1/2 percent, lowered the monthly debt service, but left the existing term the same, thereby creating a balloon payment on July 1, 1987. It was Congressman St. Germain's understanding that the term of the loan would be extended to match the revised amortization schedule. He discussed this with Mr. Barnes of Old Stone Bank this week and we have agreed to extend the term an additional six years, thereby eliminating the balloon payment. I have revised the modification agreement referred to herein to reflect that change and ask you have same executed on behalf of the Trust. It should then be directed to my attention together with the authority to execute.

As the April payment was made in the old amount during the period in which we were arranging to finalize this agreement, we are making the modification effective with the May 1, 1977 payment. Accordingly, you will notice a slight difference in the loan amount and payment in the modification agreement. Beginning May 1, 1977, the new principal and interest payment is $1,793.86. We are ordering an amortization schedule as requested by Congressman St. Germain s office and will be forwarding same there when received.

Please let me know if you have any questions. Otherwise, I would appreciate your promptly seeing to the disposition of this matter as I would like to finalize same.

Very truly yours,

OLD STONE BANK

Robert L. Evans
Real Estate Officer

The Honorable Fernand J. St. Germain

LOAN MODIFICATION AGREEMENT

THE STATE OF TEXAS)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 24, 1972, Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, executed a promissory note in the original principal sum of TWO HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FIFTY AND NO/100 ($236,550.00) DOLLARS, payable to the order of Gulf Coast Investment Corporation and bearing interest and being payable on the terms therein set forth, a true and correct copy of which note is attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, the said note was secured by a vendor's lien retained in a deed of even date therewith from International House of Pancakes Corporation of Richardson, Texas, and further secured by a deed of trust dated April 24, 1972, executed by Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST to Richard E. Hulbirt, Trustee, for the benefit of Gulf Coast Investment Corporation, which deed of trust was filed of record in the County Clerk's Office of Dallas County, Texas on July 10, 1972 at Volume 72133, Page 2971 of the Deed of Trust Records of Dallas County, Texas, said note and lien securing the same having been transferred to Old Stone Savings Bank by Gulf Coast Investment Corporation by assignment of lien dated April 25, 1972, filed of record in the County Clerk's Office of Dallas County, Texas on July 10, 1972, at Volume 72133, Page 2976 of the Dallas County Deed Records, said liens having been granted in that one certain tract of real property in the Isaac Wiley Survey, Abstract No. 1575, in Dallas County, Texas, a metes and bounds description of which is attached hereto as Exhibit B and made a part hereof for all purposes; and

WHEREAS, the principal balance due and owing on the said note after application of the payment due April 1, 1977, is ONE HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED SEVEN AND 30/100 ($189,307.30) DOLLARS and there then being One Hundred Twenty Three (123) additional payments yet to be made to amortize the loan in accordance with the original terms thereof which provided for interest at the rate of eight (8%) percent per annum and equal

000992

monthly payments of TWO THOUSAND TWO HUNDRED SIXTY ONE AND 02/100 ($2,261.02) DOLLARS beginning August 1, 1972 and further providing that on the first day of July, 1987, the then remaining unpaid balance of principal and interest would become due and payable; and

WHEREAS, the parties hereto desire to amend the said note in the manner hereinafter provided, and the said note and lien securing the same to otherwise remain in full force and effect as written;

NOW, THEREFORE, in consideration of the premises and the further consideration of the payment of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the said note is hereby amended as follows:

1. The principal balance of ONE HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED SEVEN AND 30/100 ($189,307.30) DOLLARS shall bear interest at the rate of eight and one-half (8 1/2%) percent per annum, from April 1, 1977 until paid.

2. The monthly installments shall be the sum of ONE THOUSAND SEVEN HUNDRED NINETY THREE AND 86/100 ($1,793.86) DOLLARS per month with the first such payment being due May 1, 1977, and subsequent installments in a like amount being due and payable on the first day of each month thereafter to and including the first day of July, 1993, at which time the then remaining unpaid balance, if any, of principal and interest will become due and payable.

3. In all other respects the said note and lien securing remain in full force and effect.

EXECUTED effective the first day of April, 1977.

Sheldon L. Gerber, Successor Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST

THE STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SHELDON L. GERBER, Successor Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, known to me to be the person whose name is subscribed to the foregoing instrument and in the capacity therein stated acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND SEAL OF OFFICE this 11th day of July 1977.

NOTARY PUBLIC in and for Providence County, Rhode Island

000993

OLD STONE BANK (SUCCESSOR TO OLD STONE SAVINGS BANK)

By _____
David L. Savole, Vice President

THE STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared David L. Savoie known to me to be the Vice President of OLD STONE BANK of Providence, Rhode Island, known to me to be the person whose name is subscribed to the foregoing instrument and in the capacity therein stated acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of July, 1977.

_____
NOTARY PUBLIC in and for Providence County, Rhode Island

BEVERLY CHAMPION, Notary Public
State of R. I. and Providence Plantations
My Commission Expires June 30, 1981

000994

*0045-R1

ANNUAL STATEMENT OF ACCOUNT

DATE LOAN # INVGRP LOAN

CREPE TRUST 07-25-79 4-00431 65 78 009713

1010 S CENTRAL EXPW
RICHARDSON TX 75080
(PROPERTY ADDRESS)

AID O	DUE Dy	MOYR	T H	YOU PAID	ESC PMT	CODE	ESC BAL	INTEREST	PRINCIPAL	HMPP	LIFE	S/C 235	OTHER
		1278	3				1.30		179,612.36				
1	2	179	2	1,793.86				1,272.25	521.61-				
2	1	279	2	1,793.86				1,268.56	525.30-				
3	2	379	2	1,793.86				1,264.84	529.02-				
4	2	479	2	1,793.86				1,261.05	532.77-				
5	30	579	2	1,793.86				1,257.32	536.54-				
6	4	679	2	1,793.86				1,253.52	540.34-				
7	2	779	2	1,793.86				1,249.69	544.17-				
TOTALS				12,557.02			1.30	8,627.27	175,882.61				

1102

001001

OLD STONE BANK
ANNUAL INSPECTION REPORT — INCOME PROPERTY

0010017

#1 Complete

LOAN INFORMATION AND SECURITY

Date sent to Correspondent April 1, 1977 Our Loan Number GCT 9713; GCIC 4-431

To be returned by June 1, 1977 Dated 4-24-72 Maturity 7-1-87

Original amount $ 236,550 Balance 193,237.47 as of 12-31-76 Rate 8 ½%

Mortgagor Abatuno, Michael A. - William Halliwell

Location 1010 South Central Expressway, Richardson, TX

Type of Security Restaurant No. of units Sq. Ft. Gross Net

New owner within past year? No Name:

Management of property. Owner Professional Manager Other

NEIGHBORHOOD

Condition (G-F-P) Good Trend: Improving Stable X Declining

Competition in area Little

Positive or adverse factors since Correspondent's original appraisal. Same

CONDITION OF MAINTENANCE

(Good, Fair, or Poor)

Exterior:	Paint	Good	Masonry	Good			Roof	Good	
Interior:	Floors	Good	Walls	Good			Ceilings	Good	
Grounds:	Shrubbery	Good	Grass	Good			Paving	Good	
Equipment:	Heat	A/C Good	Elevator	None	Plumbing	Good	Electrical	Good	

OCCUPANCY AND RENTAL DETAIL

Gross monthly rent at 100% occ. $ Actual mo. rent No. units vacant

Tenant or Apt. Type	Leases Expire	Sq. Ft.	Mo. Rent	Apt. Furn?	Owner Pays Heat	Air C.	Elec.	Gas	Water
International House of Pancakes									

Note: Identical apartment units may be grouped by type and entered on one line.
If space is inadequate for commercial rentals, attach schedule.

TAXES: Current real estate $ They pay taxes Personal property $
We have not received photocopies of paid tax receipts, but we are working on it.

VALUATION: Has valuation changed since Correspondent's original appraisal? No

If yes, give present value

REMARKS

GULF COAST INVESTMENT CORPORATION
Correspondent's Name

Jim Rogers
Jim Rogers Inspector

6-10-77
Date Inspected

Reviewed and approved by: W. Ray Scruggs, Jr.
W. Ray Scruggs, Jr. Chief Executive Officer Administrative Vice President

7-27-77
Date

INSTRUCTIONS

1. Date and sign completed report as indicated.
2. Attach COLOR PHOTOGRAPH(s) of security. attached
3. Attach current OPERATING STATEMENT as required in Mortgage. Mailed 7-21-77

Good
Asset Exporters

Date _____ Loan No.

Yes ( ) No ( ) Date purchased:

Amount: $

Balance: $

Status:

Terms:

REMARKS

GENERAL LOCATION APPEARS GOOD FOR THIS TYPE OF OPERATION WITH NUMEROUS FAST-FOOD TYPE RESTAURANTS - DUNKIN DONUTS, HOUSE OF PIES, FISH + CHIPS, PIZZA HOUSE, AND AN ICE-CREAM -TYPE RESTAURANT AND A NEW DENNY'S ARE ALL LOCATED IN THIS IMMEDIATE AREA. SPRING VALLEY ROAD IS A HEAVILY TRAVELLED FOUR LANE CONNECTOR TO HIGHWAY #75. WEST ALONG SPRING VALLEY ROAD ARE MANY FAIRLY NEW APARTMENT PROPERTIES AND SOME 1-FAMILY HOUSING. RICHARDSON ITSELF APPEARS TO BE A RELATIVELY NEW AND PROSPEROUS SUBURB OF DALLAS.

WITH PROPER MANAGEMENT, SUBJECT PROPERTY SHOULD CONTINUE ITS SUCCESSFUL OPERATION

I RECOMMEND OUR PURCHASE AS OUTLINED.

Signed Stephen McBurnette, Associate Manager

001053

OSB-M-86

INSPECTION REPORT
NEW MORTGAGE LOAN

Board Approval No. ML-72-45 Date MARCH 24, 1972 Loan No. _____

Inspection Required Yes ✓ No ( ) Date purchased: _____

Servicer: Amount: $ 236,550.-

Mortgagor: FERNAND J. ST. GERMAIN Balance: $ N/A

Location: 1010 SOUTH CENTRAL EXPRESSWAY (I-75) Status: COMMITMENT ONLY
RICHARDSON, TEXAS

Terms: 80 - 15 YRS

Type of Property: INTERNATIONAL HOUSE OF PANCAKES

REMARKS

Date: 3/30 - 3/31/72 INSPECTED SUBJECT THURSDAY BETWEEN 4:30 - 5:30 P.M. & FRIDAY AT NOON.

HIGHWAY #75 IS A 4 LANE EXPRESSWAY RUNNING NORTH THRU RICHARDSON FROM DALLAS PROPER. PROPERTY LIES JUST INSIDE THE SOUTHERLY BOUNDARY OF RICHARDSON/DALLAS LINE. VISIBILITY OF PROPERTY IS GOOD IN BOTH DIRECTIONS. HEADING NORTHBOUND, ACCESS TO THE PROPERTY IS INDIRECT AND INVOLVES ABOUT 1/2 MILE OF EXTRA DRIVING TO REACH THE PROPERTY. SOUTHBOUND ACCESS IS GOOD: EXIT OFF FREEWAY LEADS TO AN ACCESS ROAD WHICH PASSES DIRECTLY IN FRONT OF PROPERTY. AS ACCESS ROAD IS A ONE-WAY, ENTERING THE PROPERTY'S PARKING LOT INVOLVES THE USE OF FLOYD ~~AVE~~ DRIVE, WITH ACTUAL ENTRANCE FROM THE REAR OF THE PROPERTY. (Continued)

Signed Stephen McGriffith
4/3/72

OLD STONE BANK
GCIC No. 4-431

ANNUAL INSPECTION REPORT — INCOME PROPERTY

LOAN INFORMATION AND SECURITY

Date sent to Correspondent: April 1, 1974 — Our Loan Number: GCT 9713-C

To be returned by: July 15, 1974 — Dated: 4-24-72 — Maturity: 7-1-87

Original amount $: 236,550 — Balance: $224,280 — as of: 12/31/73 — Rate: 8%

Mortgagor: Abatuno, Michael A./William Halliwell, Trustee, Crepe Trust (International House of Pancakes)

Location: 1010 So. Central Expressway, Richardson, Texas 75080

Type of Security: Restaurant — No. of units: — Sq. Ft. Gross: — Net:

New owner within past year? No — Name: William Halliwell, Trustee of Crepe Trust effective 12-28-73 (Michael A. Abatuno resigned 12-27-73).

Management of property. Owner: — Professional Manager: — Other: Leasee Manager

NEIGHBORHOOD

Condition (G-F-P): Good — Trend: Improving: — Stable: X — Declining:

Competition in area: Several restaurants along I - 45 N.

Positive or adverse factors since Correspondent's original appraisal:

CONDITION OF MAINTENANCE

(Good, Fair, or Poor)

Exterior:	Paint: Good		Masonry: Good		Roof: Good		
Interior:	Floors: "		Walls: "		Ceilings: "		
Grounds:	Shrubbery:		Grass:		Paving:		
Equipment:	Heat: Good	A/C: Good	Elevator: N/A	Plumbing: Good	Electrical: Good		

OCCUPANCY AND RENTAL DETAIL

Gross monthly rent at 100% occ. $: — Actual mo. rent: — No. units vacant:

Tenant or Apt. Type	Leases Expire	Sq. Ft.	Mo. Rent	Apt. Furn?	Owner Pays: Heat	Air C.	Elec.	Gas	Water
International House of Pancakes									

Note: Identical apartment units may be grouped by type and entered on one line.
If space is inadequate for commercial rentals, attach schedule.

826.65 (1973 City)*

TAXES: Current real estate $ 1,785.40 (1973 School)* — Personal property $

VALUATION: Has valuation changed since Correspondent's original appraisal?

If yes, give present value

REMARKS: Manager sends money for taxes each week to International House of Pancakes with his remittance. They pay taxes and furnish Trustee with proof of payment. We have requested copies and have received the City and School receipts but have not received the State & County

GULF COAST INVESTMENT CORPORATION
Correspondent's Name

Inspector — 7/12/74 Date Inspected

Reviewed and approved by: Morris S. Gindorf — 001062 — 7-25-74 Date

Morris S. Gindorf, Vice President
Chief Executive Officer

INSTRUCTIONS
1. Date and sign completed report as indicated.
2. Attach COLOR PHOTOGRAPH(s) of security.
3. Attach current OPERATING STATEMENT as required in Mortgage.

(Attached)

P.I. Corporation; (Frederick St. Germain) Loan Security appears to be in good condition - Tenant is not having too well according to financial statement

AM

International House of Pancakes, Inc
6837 Lankershim Boulevard, North Hollywood, California 91605
(213) 982-2620

V.C. # 021704

Charles S. Sokoloff Trustee Of
Crepe Trust Tobin And Silverstein
1122 Industrial Bank Building
Providence, RI 02903

Date 7-21-84
Location No. IHOP #1313
Address 1010 S. Central Expressw.
City & State Richardson, TX

Lease rental sales for the 1st Half Year ended 7-1, 1984 were: $ 300573.03

5 % of sales: 15.02865
Less minimum rentals paid: (15000.00)
Balance of percentage rent: 2865

Less Credits against percentage rent:

Taxes paid: $
Insurance paid:
Maintenance paid:
Credit from prior quarter:
paid:

Total credits $

Credit to be carried to next Quarter

Bal. Rent Overage 2865

½ of 1% of Gross Sales

Rent % Due 2865

I hereby certify that the above is true and correct.

001077

Sincerely,
INTERNATIONAL HOUSE OF PANCAKES

By: Shirley Bagwell

6837 Lankershim Boulevard, North Hollywood, California 91605
(213) 982 2620

V.C. # 021704

Charles S. Sokoloff Trustee Of
Crepe Trust Tobin And Silverstein
1122 Industrial Bank Building
Providence, RI 02903

Date 1-27-84
Location No. IHOP #1313
Address 1010 S. Central Expressw
City & State Richardson, TX

lease rental sales for the 2nd Half Year ended 1-1, 1984 were: $ 301264.51

5 % of sales:	15063.23
Less minimum rentals paid:	(15000.00)
Balance of percentage rent:	63.23

Less Credits against percentage rent:

Taxes paid:	$
Insurance paid:	
Maintenance paid:	
Credit from prior quarter:	
paid:	
Total credits	$
Credit to be carried to next Quarter	
Bal. Rent Overage	63.23
½ of 1% of Gross Sales	
Rent % Due	63.23

I hereby certify that the above is true and correct.

Sincerely,
INTERNATIONAL HOUSE OF PANCAKES 001092

By: Micky Bergman

International House of Pancakes, Inc.
6837 Lankershim Boulevard, North Hollywood, California 91605
(213) 982-2620

V.C. # 021704

Charles S. Sokoloff Trustee Of
Crepe Trust Tobin And Silverstein
1122 Industrial Bank Building
Providence, RI 02903

Date 2-16-82
Location No. IHOP #1313
Address 1010 S. Central Expressway
City & State Richardson, TX

Lease rental sales for the 2ND HALF YEAR ended 1-3-, 19 82 were: $ 361,412.11

5% of sales:	18,070.61
Less minimum rentals paid:	<15,000.00>
Balance of percentage rent:	3,070.61

Less Credits against percentage rent:

Taxes paid:	$
Insurance paid:	
Maintenance paid:	
Credit from prior quarter:	
paid:	
Total credits	$ -0-
Credit to be carried to next Quarter	
Bal. Rent Overage	3,070.61
½ of 1% of Gross Sales	
Rent % Due	$ 3,070.61

I hereby certify that the above is true and correct.

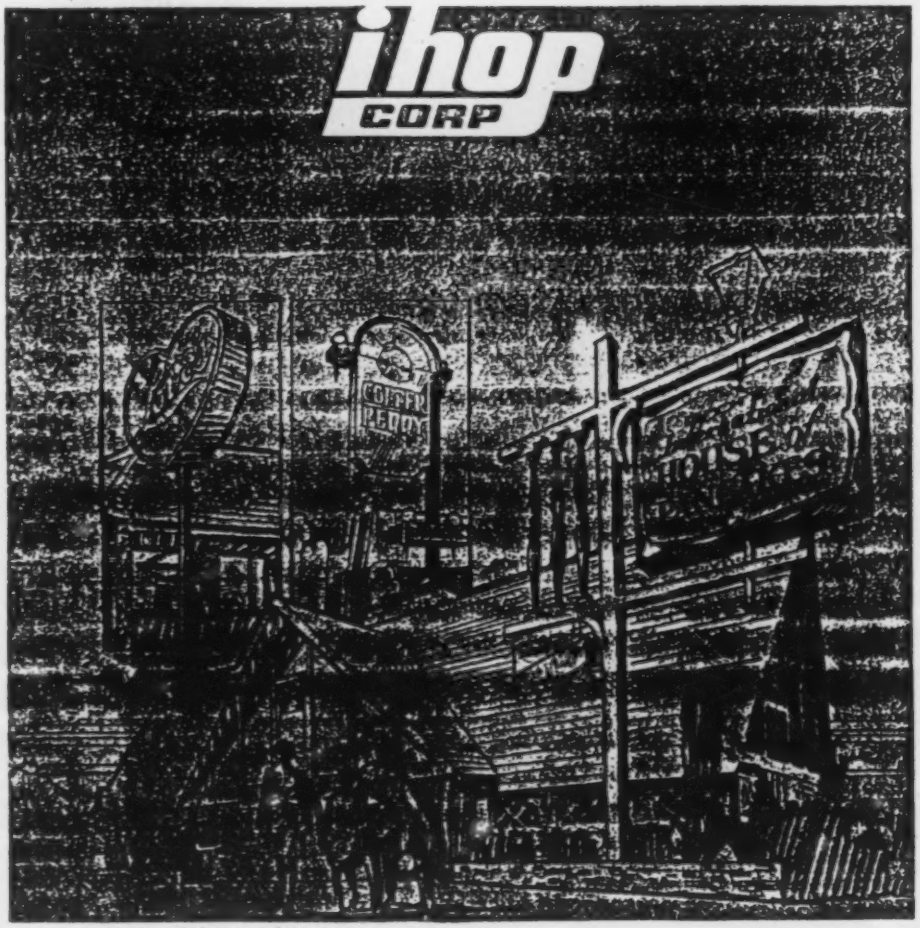
001142

Sincerely,
INTERNATIONAL HOUSE OF PANCAKES

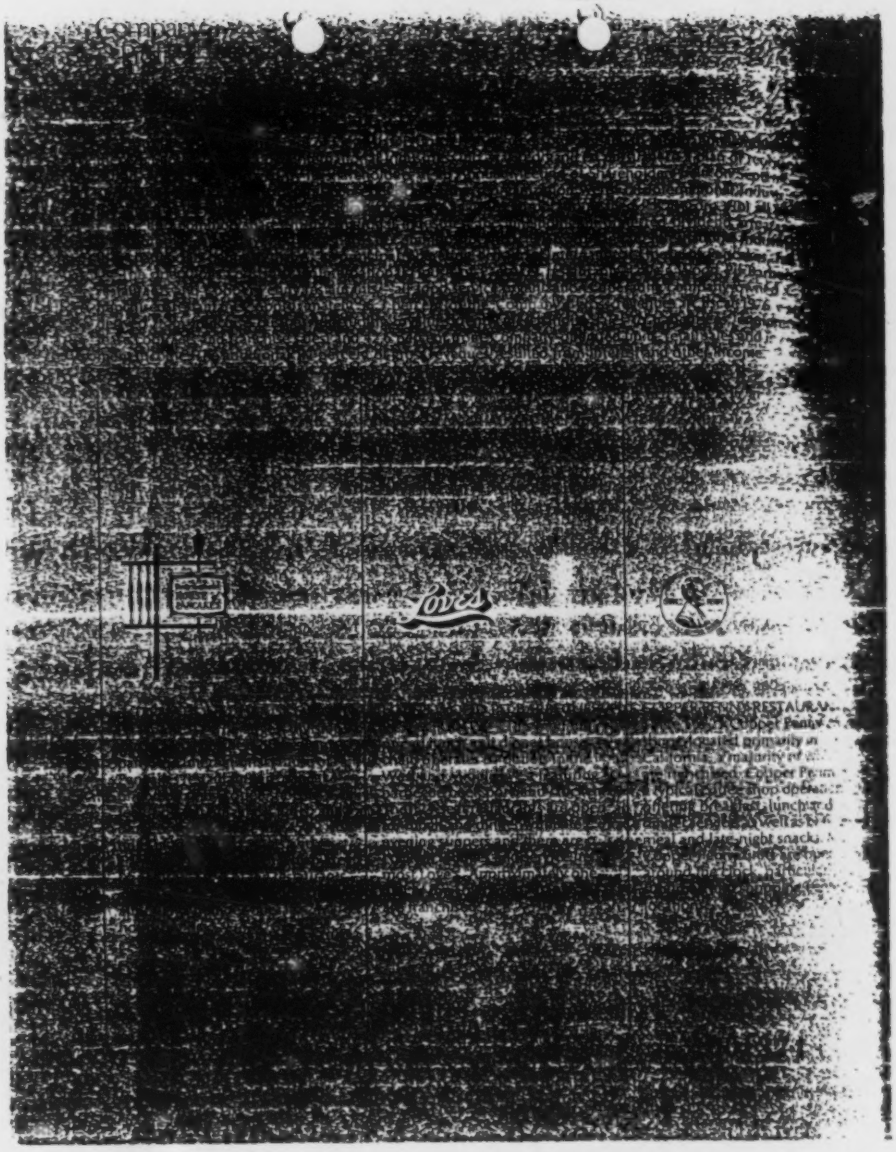
By: [signature]

Annual Report 1976

file GCT 9713
Texas



001373


Love's

To Our Shareholders

The financial restructuring, which was approved just after the end of fiscal 1976, ushered in a new era for the Company. We have a new name — IHOP Corp. in effect replacing the original "International Industries, Inc." — a new stockholder structure and a new operating direction.

For fiscal 1976, the Company reported a loss from continuing operations of $573,000. The loss, however, was offset by the extraordinary gain of $16,590,000 arising from the extinguishment of debt as part of the financial restructuring, which resulted in a reported net income of $15,667,000 for fiscal 1976.

Had the financial restructuring been completed in February, 1975, as originally contemplated, the resulting reduction in interest cost, management time and other costs would have materially reduced the loss from continuing operations. Fortunately, these costs are nonrecurring and are now behind us.

We are pleased that the majority of the Shareholders at the Annual Shareholder Meeting held on September 16, 1976 recognized the need to reestablish the capital and debt structure of the Company and, by their vote, provided management with a better financial base from which to move forward.

The period of purging is behind us. We are no longer a small conglomerate, but instead a solidly based food service company with three well-established and recognized restaurant chains — International House of Pancakes, Love's Restaurants, and Copper Penny Coffee Shops. The purging and ultimate disposal of the Education Group, House of Nine, The Original House of Pies, Michael's Artists and Engineering Company, and other unwanted operations have left the Company with about 200 leases as a long-term property management requirement. This is one of the few remaining ties to the difficult aspects of our past — a past which we can now set aside in favor of dealing with the future.

The task of operating the Company with extremely limited funds and under enormous financial pressure is never easy. Add to this the impact of a Class Action suit and the need to strengthen and renew franchisee relationships damaged by the suit and the task becomes extremely difficult. The Class Action suit has been settled and our relationship with franchisees has been materially improved. Many changes have been made in order to improve franchisee relations and I believe we are now poised to move forward in a mutually beneficial manner. You should not, however, expect material improvement in the near future. We are still undercapitalized and working with a tight cash position. You should, however, expect good steady progress, and management plans to provide that progress.

Our growth is being programmed from two sources. First, we expect to achieve an increase in retail sales by enhancing our dinner menu and generally working hard to attract our fair share of the increased sales expected in restaurant dining. During the past year we have been testing several delightful additions to our menu and have conducted national research as to their acceptability to consumers. We feel we now have these items perfected to the level that we will begin test-marketing them in selected areas by the end of our first quarter. Our second source of programmed growth is the opening of new restaurants.

New restaurants are dependent upon our ability to attract third-party investors needed to build and lease these units either to us or to franchisees with adequate financial capability. We expect the improvement in our financial condition resulting from the financial restructuring to help in this regard. It will, however, take some time for this activity to gain momentum since, once an investor is attracted, there follows the normal cycle of: site selection, franchise registration in states where required, lease negotiations, building permits, construction, installation of fixtures and finally the training of crews and the opening of the restaurant. This process takes from 12 to 18 months. We will not compromise our standards in order to accelerate this process.

This means that there will be very few new units opened this year and that our real growth this year can come only from increased retail sales.

We have an inherently profitable base from which to work. There are 450 IHOP restaurants, 51 Love's and 23 Copper Penny restaurants now in operation. Our management team is most pleased to be out of the "financial restructuring" business and will now be able to devote its full energies to restaurant management.

Respectfully submitted,

Walter McBee

WALTER McBEE
President and Chief Executive Officer

IHOP Corp. and Subsidiaries

Consolidated Summary of Operations

(Not covered by report of independent certified public accountants)

	Years Ended				
	September 3, 1972	September 2, 1973	September 1, 1974	August 31, 1975	August 29, 1976
Revenues					
Franchise operations	$ 27,468,000	$ 30,004,000	$ 29,461,000	$ 30,899,000	$ 32,593,000
Company operations	11,652,000	15,646,000	24,859,000	34,498,000	24,638,000
Interest and other	475,000	529,000	170,000	326,000	619,000
Total Revenues	39,595,000	46,179,000	54,490,000	65,723,000	57,850,000
Costs and Expenses					
Franchise operations	10,829,000	13,738,000	13,996,000	17,271,000	16,628,000
Company operations					
Cost of merchandise sold	3,815,000	5,681,000	9,356,000	13,096,000	9,195,000
Operating costs	5,252,000	13,784,000	15,886,000	24,132,000	17,098,000
Selling, general and administrative	6,397,000	9,805,000	9,432,000	10,873,000	8,954,000
Provision for write-down of investments to net realizable value		341,000		4,500,000	
Depreciation and amortization	1,574,000	1,565,000	1,534,000	1,725,000	1,153,000
Interest	5,176,000	5,731,000	6,193,000	6,256,000	5,395,000
Total Costs and Expenses	33,043,000	50,645,000	56,397,000	77,853,000	58,423,000
Income (loss) from continuing operations before income taxes and extraordinary items	6,552,000	(4,466,000)	(1,907,000)	(12,130,000)	(573,000)
Provision for deferred income taxes	3,112,000				
Income (loss) from continuing operations before extraordinary items	3,440,000	(4,466,000)	(1,907,000)	(12,130,000)	(573,000)
Discontinued operations					
(Loss) from discontinued operations	(2,476,000)	(15,458,000)	(2,869,000)	(11,660,000)	
Provision for (loss) on divestiture of discontinued companies		(14,609,000)	(8,041,000)	(13,747,000)	(350,000)
	(2,476,000)	(30,067,000)	(10,910,000)	(25,407,000)	(350,000)
Income (loss) before extraordinary items	964,000	(34,533,000)	(12,817,000)	(37,537,000)	(923,000)
Extraordinary Items					
Gain on extinguishment of debt					16,590,000
Provision for (loss) on settlement of class action	(760,000)	(1,600,000)	(260,000)		
Other	1,042,000				
	282,000	(1,600,000)	(260,000)		16,590,000
Net income (loss)	$ 1,246,000	$(36,133,000)	$(13,077,000)	$(37,537,000)	$ 15,667,000

	Years Ended				
	September 3, 1972	September 2, 1973	September 1, 1974	August 31, 1975	August 29, 1976
Average shares of common stock outstanding	5,184,000	5,207,000	5,263,000	5,263,000	5,263,000
Income (loss) per common share					
Income (loss) from continuing operations before extraordinary items	$ .66	$ (.86)	$ (.36)	$(2.30)	$(.11)
(Loss) from discontinued operations	(.47)	(5.77)	(2.07)	(4.83)	(.06)
Extraordinary items	.05	(.31)	(.05)		3.15
Net income (loss) per common share	$ .24	$(6.94)	$(2.48)	$(7.13)	$2.98

Management Discussion and Analysis

Operating Revenues and Expenses

IHOP Corp. revenues and expenses are generated from two basic activities: (1) the franchising of International House of Pancakes and Love's restaurants and the recurring income produced from this relationship, and (2) the direct operations of International House of Pancakes and Love's restaurants as Company-operated locations. Under the present management policy, the Company is primarily in the business of franchising restaurants; therefore, revenue from franchise operations best measures the trend of the Company's revenues.

The change in total operating revenues (an increase of $11 million or 21% in 1975 followed by a decrease of $7.9 million or 12% in 1976) is affected by the mix of franchised versus Company-operated restaurants. Franchise revenue represents only fees received from franchisees (a small percentage of a restaurant's total retail revenue) while revenue from Company operations represents total retail revenue. Thus, as the Company experienced an increase in the number of restaurants reacquired from franchisees in 1975 and increased refranchising of Company-operated stores in 1976, revenues from Company-operations increased $9.6 million and decreased $9.9 million in the respective years, while franchise revenue maintained a growth trend in direct operating revenues (increases of $1.5 million and $1.7 million in 1975 and 1976).

While the increased operating cost in 1975 included a $2.6 million provision for closing and reevaluation of certain Company-operated stores, aggregate costs, operating expenses and depreciation expenses for company and franchise operations generally followed the trends established in the related revenue categories, except franchise operating expenses which declined in FY 1976 due to a change in the method of distribution of products to franchisees.

In fiscal 1975, selling, general and administrative expenses increased $1.4 million or 15%; however, decreased slightly as a percentage of total revenue. During fiscal 1976, selling, general and administrative expenses decreased $1.9 million, or 17%, due to cost reduction programs.

The fiscal 1975 $4.5 million "provision for write-down of investment in land to a net realizable value" relates to an approximate 800 acre parcel of undeveloped land in Sayreville, New Jersey. The property has been for sale for several years and although a few small parcels have been sold, a buyer has not yet been found for the remaining parcels. The land was originally pledged as security by Sayre-Fisher, Inc., the purchaser of a subsidiary of the Company and was acquired when the purchaser defaulted on his obligation.

The interest expense decline of 16% in 1976 resulted from a combination of reduced debt and reduced prime rate, compared to a 1% increase in fiscal 1975.

The discontinued operations loss and the extraordinary gain on extinguishment of debt are discussed in Notes to Consolidated Financial Statements.

001377

IHOP Corp. and Subsidiaries

Consolidated Balance Sheet

ASSETS	August 29, 1976	August 31, 1975
Current Assets		
Cash	$ 465,000	$ 271,000
Short-term investments, at cost which approximates market	116,000	215,000
Receivables (net of allowance for doubtful accounts of $918,000 in 1976 and $1,247,000 in 1975) (Note 2)	3,790,000	6,385,000
Equipment lease contracts receivable (net of deferred interest and allowance for settlement of class action) (Notes 2 and 4)	1,321,000	834,000
Real estate held for sale (Note 3)	1,230,000	2,123,000
Inventories (Note 2)	486,000	2,466,000
Net assets of discontinued businesses (Note 5)	--	4,050,000
Prepaid expenses and other current assets	226,000	324,000
Total current assets	7,634,000	16,668,000
Receivables (net of allowance for doubtful accounts of $113,000 in 1976) (Note 2)	10,239,000	8,194,000
Equipment lease contracts receivable (net of deferred interest and allowance for settlement of class action) (Notes 2 and 4)	16,540,000	15,797,000
Property, Equipment and Improvements, at cost (Note 2)		
Land	574,000	574,000
Buildings	2,985,000	2,985,000
Equipment and fixtures	2,977,000	4,225,000
Leasehold improvements	10,629,000	10,511,000
	17,165,000	18,295,000
Less accumulated depreciation and amortization	6,030,000	5,546,000
	11,135,000	12,749,000
Real estate held for sale (Note 3)	2,300,000	1,629,000
Reacquired franchises and equipment held for resale (net of allowance for write-down to market value of $793,000 in 1976 and $1,024,000 in 1975) (Note 2)	1,107,000	2,613,000
Other Assets		
Net assets of discontinued businesses (Notes 2 and 5)	4,850,000	5,452,000
Excess of cost over net assets of businesses purchased	1,399,000	1,885,000
Trademarks, liquor licenses and deferred costs	554,000	796,000
Other assets, primarily land and notes (Notes 3 and 6)	5,185,000	5,475,000
Total other assets	11,988,000	13,608,000
	$ 60,943,000	$ 71,258,000

LIABILITIES AND SHAREHOLDERS' EQUITY	August 29, 1976	August 31, 1975
Current Liabilities		
Current maturities of long-term debt (Notes 1 and 6)	$ 5,560,000	$ 10,191,000
Accounts payable	4,949,000	9,591,000
Accrued expenses (Note 1)	3,875,000	8,710,000
Other current liabilities	540,000	758,000
Total current liabilities	14,924,000	29,250,000
Long-term debt (less current maturities) (Notes 1 and 6)	37,438,000	55,752,000
Subordinated debt (Note 6)	4,498,000	4,986,000
Deferred franchise fee income (net of deferred costs of $105,000 in 1976 and $312,000 in 1975) (Note 2)	424,000	938,000
Other noncurrent liabilities and deferred credits	2,310,000	3,364,000
Litigation, commitments and contingent liabilities (Notes 7 and 11)		
Shareholders' Equity (Deficit) (Note 1)		
Common stock, $1 par value, authorized 6,000,000 shares; issued in the reorganization 5,263,257 shares (Note 8)	5,263,000	
Preference stock, $1 par value, issuable in series, authorized 5,000,000 shares		
Series A — $1.70 cumulative convertible; outstanding 1,085,383 shares in 1975 (liquidation preference of $50,966,000)		1,085,000
Series B — Stated value $14 per share; nonvoting and nondividend bearing until October 1, 1976 and nonconvertible until March 31, 1976; outstanding 2,284,349 shares in 1975 (liquidation preference of $33,580,000)		2,284,000
Series C — Outstanding 77,822 shares in 1975 (liquidation preference of $9,729,000)		78,000
Series L — Junior convertible; outstanding 165,000 shares in 1975 (liquidation preference of $5,701,000)		165,000
Common stock, $1 par value, authorized 25,000,000 shares; outstanding 6,568,874 shares in 1975		6,569,000
Capital in excess of par value	119,441,000	107,597,000
Accumulated deficit	(123,355,000)	(139,022,000)
	1,349,000	(21,244,000)
Less unamortized premium on Series C preference stock		1,788,000
Total shareholders' equity (deficit)	1,349,000	(23,032,000)
	$ 60,943,000	$ 71,258,000

The accompanying notes are an integral part of these financial statements.

Consolidated Statement of Operations

	Year Ended	
	August 29, 1976	August 31, 1975
Revenues		
Franchise operations		
Royalties, rents, merchandise sales, and other franchise revenues	$ 31,015,000	$ 29,609,000
Sales of franchises	1,022,000	884,000
Profit on equipment lease contracts	556,000	406,000
	32,593,000	30,899,000
Company operations		
Sales	24,638,000	34,498,000
Interest and other	619,000	326,000
Total revenues	57,850,000	65,723,000
Costs and Expenses		
Franchise operations	16,628,000	17,271,000
Company operations		
Cost of merchandise sold	9,195,000	13,096,000
Operating costs (Note 9)	17,098,000	24,132,000
Selling, general and administrative	8,954,000	10,873,000
Provision for write-down of investments to estimated realizable value (Note 3)		4,500,000
Depreciation and amortization	1,153,000	1,725,000
Interest	5,395,000	6,256,000
Total costs and expenses	58,423,000	77,853,000
(Loss) from continuing operations before extraordinary item	(573,000)	(12,130,000)
Discontinued Operations (Note 5)		
(Loss) from discontinued operations		(11,660,000)
Provision for (loss) on divestiture of discontinued operations, including provision for operating losses during period of divestiture	(350,000)	(13,747,000)
	(350,000)	(25,407,000)
(Loss) before extraordinary item	(923,000)	(37,537,000)
Extraordinary Item		
Gain on extinguishment of debt (Note 1)	16,590,000	
Net income (loss)	$ 15,667,000	$ (37,537,000)
Income (Loss) per Common Share (Note 10)		
(Loss) from continuing operations before extraordinary item	$(.11)	$ (2.30)
(Loss) from discontinued operations	(.06)	(4.83)
Extraordinary item	3.15	
Net income (loss) per common share	$2.98	$ (7.13)

The accompanying notes are an integral part of th[illegible]se financial statements.

IHOP Corp. and Subsidiaries

Consolidated Statement of Accumulated Deficit

	Year Ended	
	August 29, 1976	August 31, 1975
Deficit at beginning of year	$(139,022,000)	$(101,485,000)
Net income (loss)	15,667,000	(37,537,000)
Deficit at end of year	$(123,355,000)	$(139,022,000)

Consolidated Statement of Capital in Excess of Par Value

	Year Ended	
	August 29, 1976	August 31, 1975
Balance at beginning of year	$ 107,597,000	$ 107,597,000
Excess of consideration over par value of 2,897,556 shares of common stock issued in exchange for lender debt of $25,858,000 (Note 1)	5,794,000	
Excess of consideration over par value of 2,365,701 shares of common stock issued in exchange for the outstanding preferred and common stock in the reorganization (Note 1)	6,050,000	
Balance at end of year	$ 119,441,000	$ 107,597,000

The accompanying notes are an integral part of these financial statements.

IHOP Corp. and Subsidiaries

Consolidated Statement of Changes in Financial Position

	Year Ended	
	August 29, 1976	August 31, 1975
Working capital provided		
(Loss) from continuing operations	$ (573,000)	$ (12,130,000)
Expenses not requiring outlay of working capital in the current year		
Depreciation and amortization	1,153,000	1,725,000
Write-off of excess of cost over net assets of businesses purchased		1,257,000
Provision for market valuation of investments		4,500,000
Working capital provided by (used in) continuing operations	580,000	(4,648,000)
(Loss) from discontinued operations (Note 5)	(350,000)	(25,407,000)
(Increase) decrease in net assets of discontinued businesses not affecting working capital	(67,000)	26,851,000
Working capital provided by (used in) operations	163,000	(3,204,000)
Extraordinary gain on extinguishment of debt in reorganization, net of reorganization expenses of $575,000	16,590,000	
Decrease in reacquired franchises and equipment	1,506,000	
Proceeds from sale of discontinued businesses	669,000	
Reduction of unamortized debt expense in reorganization	220,000	
Decrease in equipment lease contracts receivable		1,417,000
Retirements or sales of property, equipment and improvements	1,584,000	464,000
Excess of cost over net assets of businesses purchased relating to units sold or transferred to inventory	1,199,000	1,596,000
Decrease in other assets	290,000	
Increase in long-term debt		
Conversion of accrued interest into debt in reorganization	3,683,000	
Proceeds from borrowings	386,000	
Common stock issued in reorganization	5,263,000	
Capital in excess of par value arising in reorganization	11,844,000	
Other	109,000	11,000
Total working capital provided	43,506,000	284,000
Working capital used for		
Increase in receivables	2,045,000	33,000
Increase in equipment lease contracts receivable	743,000	
Additions to property, equipment and improvements	933,000	2,381,000
Increase in real estate held for sale	671,000	
Increase in other assets		133,000
Increase in reacquired franchises and equipment		184,000
Additions to excess of cost over net assets of busineses purchased	872,000	2,454,000
Reduction in long-term debt		
Exchanged for stock in reorganization	17,783,000	
Other	5,088,000	1,434,000
Decrease in deferred franchise fee income	514,000	1,461,000
Decrease in other noncurrent liabilities and deferred credits	1,054,000	185,000
Preferred and common stock exchanged in reorganization (net of unamortized premium on Series C preference stock) (Note 1)	8,511,000	
Other		25,000
Total working capital used	38,214,000	8,290,000
Increase (decrease) in working capital	$ 5,292,000	$ (8,006,000)

001382

Year Ended	
August 29, 1976	August 31, 1975
$ 194,000	$ (355,000)
(99,000)	97,000
(2,108,000)	(3,266,000)
(893,000)	(2,313,000)
(1,980,000)	(283,000)
(4,050,000)	4,050,000
(98,000)	(237,000)
(9,034,000)	(2,307,000)
4,631,000	(300,000)
4,642,000	(1,597,000)
4,835,000	(4,255,000)
218,000	453,000
14,326,000	(5,699,000)
$ 5,292,000	$ (8,006,000)

IHOP Corp. and Subsidiaries

Notes to Consolidated Financial Statements

1. Reorganization

On September 16, 1976 the Shareholders of International Industries, Inc. (I.I.I.) approved a reorganization in which I.I.I. became a wholly-owned subsidiary of IHOP Corp., a Delaware Corporation (the Company) which was formed to participate in the reorganization. Concurrent with the reorganization and merger, I.I.I. changed its name to International House of Pancakes, Inc. In the reorganization, shares of the common stock of the Company were exchanged for all of the issued and outstanding shares of I.I.I.'s Series A preference stock (including dividend arrearages of $10,611,000 at the date of approval), Series B, C and L preference stock and common stock. Pursuant to the Second Supplement to Credit Agreement dated June 10, 1976, I.I.I.'s secured lenders agreed that, concurrently with consummation of the reorganization, they would exchange $22,000,000 in debt and $4,078,000 in accrued but unpaid interest for shares of common stock of the Company. The exchanges were made in the following ratios:

- —nine dollars in debt and interest for one share of the Company's common stock
- —one share of Series A preference stock for one share of the Company's common stock
- —three shares of Series B, C or L preference stock for one share of the Company's common stock
- —fifteen shares of I.I.I. common stock for one share of the Company's common stock

The accounting for the exchange of lender debt for the Company's common stock is as follows:

Conversion of Lender Debt:	
Current portion	$ 4,217,000
Long-term portion	17,783,000
Accrued interest	4,078,000
Unamortized debt expense	(220,000)
	25,858,000
Issuance of 2,897,556 shares of the Company's common stock par value $1.00, quoted market value $3.00 per share	8,693,000
Expenses of reorganization	575,000
	9,268,000
Gain on extinguishment of debt	$16,590,000

All references to common stock have been adjusted to give effect to the reorganization.

A working capital deficit of $7,290,000 exists as of August 29, 1976 after giving effect to the reorganization. It is anticipated that the working capital deficiency will continue for a considerable period of time; however, management believes that the cash flow generated from continuing operations will be sufficient to meet the Company's obligations as they come due.

The effect of the reorganization has been recorded in the financial statements as of August 29, 1976. Had the reorganization been consumated at the beginning of fiscal 1975 and effect been given to the reductions in interest expense, amortization of debt expense and Series C premium, pro forma income (loss) from continuing operations before extraordinary item would have been $851,000 and $(10,556,000), $.16 and $(2.00) per share, for the years ended August 29, 1976 and August 31, 1975, respectively.

2. Summary of Significant Accounting Policies

PRINCIPLES of CONSOLIDATION—The accompanying financial statements include, on a consolidated basis, the accounts of the Company and its subsidiaries. The accompanying Consolidated Balance Sheet reflects the Company's investment in companies which are subject to a plan of divestiture at its equity in their underlying net assets reduced by a provision for estimated losses expected to be incurred during the estimated period required to complete the divestiture. The accompanying Consolidated Statement of Operations reflects the operations of companies subject to a plan of divestiture as loss from discontinued operations for the periods prior to the date of the decision to divest.

All material intercompany accounts and transactions have been eliminated.

EXCESS OF COST OVER NET ASSETS OF BUSINESSES PURCHASED—Excess of cost over net assets of businesses purchased of $1,399,000 and $1,885,000 at August 29, 1976 and August 31, 1975 relates to franchises reacquired and is being amortized over the remaining life of the applicable property leases.

ACCOUNTING FOR FRANCHISE FEES AND EQUIPMENT LEASE CONTRACTS—Upon the signing of a franchise agreement, the Company records the cash and note received in payment of the franchise fee as deferred income. Related costs and expenses, not in excess of the franchise fee, are deferred and recorded as a reduction of deferred income until the franchised unit is opened, at which time the Company reports franchise fee income and related costs and expenses in its Consolidated Statement of Operations. The franchise notes are substantially due in installments over six years.

...equipment is leased to franchisees for the life of ... franchise agreement, generally 15 to 20 years. ... lease contracts are accounted for under the ... method". The portion of the total lease ... ent, which represents profit on the sale of equipment is reported as income in the year in ... the franchised unit is opened. The portion ... represents imputed interest, imputed at a minimum 7% per annum through 1970, a minimum of 9% per annum through 1973, and thereafter imputed at a minimum of 11% per annum, is ... interest and reported as income over the life of ... lease.

... the result of settlement of a class action suit ... 4), franchisees may elect to forego certain ... amounts due under the equipment lease contracts.

INVENTORIES — Inventories consisting of merchandise and supplies are stated at the lower of ... market on a first-in, first-out basis.

... opening and closing merchandise and supplies ... as used in the determination of cost of ... sold for the two years ended August ... are as follows:

September 1, 1974	$1,137,000
August 31, 1975	$ 666,000
August 29, 1976	$ 327,000

... entories consisting of reacquired franchises and equipment held for resale of $1,266,000 and ... 15,000 at August 29, 1976 and August 31, 1975 are accounted for on a specific identification basis. The carrying value of reacquired franchises and equipment held for resale is at the lower of the balances of franchisee receivables and costs of reacquisition or estimated resale value. Only the proceeds expected to be received within one year relating to those reacquired franchises and equipment held for resale which the Company believes will be sold within one year have been classified as a current asset.

PROPERTY, EQUIPMENT AND IMPROVEMENTS AND DEPRECIATION POLICY — Property, equipment and improvements are depreciated substantially on the straight-line method at rates based upon the following estimated useful lives of the assets: Buildings, 15 to 43 years; Equipment and Fixtures, 4 to 20 years; and Leasehold Improvements (term of lease or useful life, whichever is shorter), 2 to 25 years.

Expenditures for repairs and maintenance are charged to operations; renewals and betterments are capitalized. When assets are retired or sold, the applicable cost and accumulated depreciation are removed from the accounts and the resulting gain or loss is credited or charged to operations.

REAL ESTATE ACTIVITY — The Company has financed the acquisition of units through build-to-suit and sale and leaseback transactions with investors and has subleased the properties to franchisees at aggregate rentals in excess of those paid by the Company. Gains and losses on sale and leaseback transactions are deferred at the time of sale and included in leasehold improvements. Such amounts are amortized over the related lease term.

Rentals received from franchisees in connection with operating units are recorded as income; depreciation and real estate carrying costs are charged against income until such time as a sale and leaseback agreement is consummated.

INCOME TAXES AND INVESTMENT CREDITS — The Company files a consolidated Federal income tax return. Certain timing differences exist between financial and tax basis reporting. These consist primarily of franchise fees, equipment lease contracts, deferred costs, and provisions for loss on discontinuance and divestiture. Deferred income taxes have not been provided due to operating losses.

CHANGE IN ACCOUNTING METHOD — FOREIGN CURRENCY FLUCTUATIONS — A portion of the Company's obligations to its major lenders is payable in German marks. Prior to the fiscal year ended August 31, 1975, the Company had deferred the impact of fluctuations between the dollar and the German mark and amortized such deferred amounts over the life of the debt obligation as an increase or reduction of interest expense. During the year ended August 31, 1975, the Company retroactively changed its method of accounting for foreign currency fluctuations in accordance with a pronouncement of the Financial Accounting Standards Board which requires that foreign currency fluctuations be charged or credited against earnings in the year of the fluctuation. The change had the effect of increasing the loss in the year ended August 31, 1975 by $274,000 ($.05 per share) and increasing the accumulated deficit at September 2, 1974 by $502,000. As restated, the gain from foreign currency fluctuations amounted to $12,000 in 1975. Foreign currency fluctuations during the year ended August 29, 1976 resulted in a loss of $81,000 which is included in selling, general and administrative expenses in the accompanying statement of operations.

11

3. Real Estate Held for Sale and Held for Investment

Real estate held for sale is comprised of retail operating units and former operating units. Included therein is $3,312,000 and $3,526,000 at August 29, 1976 and August 31, 1975 applicable to discontinued operations.

Notes to Consolidated Financial Statements (continued)

The Company reevaluated such real estate and reduced the carrying value by a charge to operations of $216,000 in 1975, applicable to discontinued operations, to an amount which is expected to be realized. Economic and money market conditions affect the Company's ability to dispose of such real estate within a given year.

The proceeds from the sale of real estate held for sale must be applied to the reduction of debt due to the secured lenders or to a loan from a commercial lender. For this reason only that portion of the real estate held for sale which will apply to the reduction of current debt obligations has been classified as a current asset.

When real estate held for sale is leased to third parties at significantly favorable terms and the Company no longer intends to sell the units, they are classified as other assets ($703,000 and $817,000 as of August 29, 1976 and August 31, 1975 applicable to discontinued operations).

In 1971 the Company acquired a parcel of land to be held for investment purposes. During fiscal 1975 the Company reduced the carrying value of such land by $4,500,000 to estimated realizable value. Such land is included in other assets.

12

4. Equipment Lease Contracts Receivable

The balance in equipment lease contracts receivable is composed of the following:

	Current	
	August 29, 1976	August 31, 1975
Gross amount receivable	$ 3,180,000	$ 3,108,000
Less deferred interest	1,783,000	2,140,000
Less allowance for settlement of class action	76,000	134,000
Net receivables	$ 1,321,000	$ 834,000

	Noncurrent	
	August 29, 1976	August 31, 1975
Gross amount receivable	$37,874,000	$43,468,000
Less deferred interest	19,294,000	22,280,000
Less allowance for settlement of class action	2,040,000	5,391,000
Net receivables	$16,540,000	$15,797,000

In February 1969, a consolidated class action was filed against the Company under the Federal antitrust laws on behalf of present and former franchisees of the Company's International House of Pancakes Division. A settlement agreement was approved by the U.S. District Court on November 29, 1973 and was affirmed by the U.S. Supreme Court in 1975.

The major provisions of the settlement included requiring the Company to pay plaintiffs' attorney fees (not to exceed $1,325,000) and the subclass of former franchisees $500,000. Additionally, the settlement called for reductions in payments due from franchisees under equipment lease contracts and extensions thereof. The allowance for settlement of class action in the above tables relates to rental reductions to be given to class members.

5. Discontinued Operations

On November 1, 1975, the Board of Directors of the Company approved a plan of divestiture covering Orange Julius of America, Copper Penny Corporation, The Sawyer School of Business, Inc., The Bryman Schools, Inc. and Los Angeles Trimming Company, Inc., all wholly-owned subsidiaries.

During fiscal 1975, the Company retroactively established a provision for estimated losses of $13,097,000 to be incurred to complete the divestiture of the entities discontinued on November 1, 1975 and increased the provision for losses, originally established in previous fiscal years, by $650,000 in connection with the divestiture of the Original House of Pies, Inc. (discontinued during fiscal 1973) and certain other operations.

On November 20, 1975, the Company sold Orange Julius of America; in January 1976, the Company sold the Bryman and Sawyer Schools and liquidated the assets of the Los Angeles Trimming Company, Inc. The major lenders of the Company agreed to release $4,050,000 of the proceeds from such divestitures for immediate infusion of working capital to the Company. Accordingly, the Company classified $4,050,000 of the net assets of discontinued businesses as a current asset at August 31, 1975. By August 29, 1976, the entire amount had been received by the Company.

During January 1976, the Company sold one of the two remaining motor hotels discontinued in fiscal 1973, and in August 1976 the operating lease under which the Company operates the remaining hotel was amended.

In fiscal 1976, the Company changed its plan of divestiture with respect to Copper Penny Corporation (which includes the remaining motor hotel) and no longer intends to liquidate the entity. In this connection, the Company reduced previously provided reserves by $1,732,000 to revalue the net

...s of Copper Penny Corporation to estimated ...realizable value. Additionally, the Company ...ased its reserves to provide primarily for oper... losses incurred and expected to be incurred ...g the period of divestiture with respect to ...ous discontinued operations by $2,082,000. ...ordingly, a net charge in the statement of oper... of $350,000 was recorded in fiscal 1976. As ...ugust 29, 1976, the Company had not yet com... its divestiture of the Copper Penny Corpo... (including the remaining hotel) and the Original House of Pies' Commissary.

Revenues from discontinued operations amount to $29,077,000 for the year ended August 31, 1975.

The Company retained certain obligations of Orange Julius of America, The Bryman Schools, Inc., The Sawyer Schools of Business, Inc., and United Rent-All, Inc. (discontinued during fiscal 1973) relating primarily to leased property commitments for closed locations. (See Note 11 relative to the Company's remaining commitments and contingencies with respect to these entities.)

...ong-Term and Subordinated Debt

...term debt is summarized as follows:

...ated to	August 29, 1976	August 31, 1975
...dit Agreement		
... promissory notes, with interest at the prime rate or above ...ail August 31, 1976, prime plus 1% until August 31, 1977 and ...me plus 2% thereafter; $500,000 is due on demand, and the ...nce is subject to a quarterly payment schedule beginning ...he third quarter of fiscal 1977, and continuing until the notes ...paid in full	$32,325,000	$27,374,000
...vertible notes with interest at 75% of the prime rate until ...gust 31, 1975; 7% until August 31, 1976		5,621,000
...ing fund notes, with interest rates and payment provision ...e same as the convertible notes		19,379,000
	32,325,000	52,374,000
Other		
...interest bearing notes payable to former franchisees as a ...esult of settlement of class action	$00,000	500,000
...% to 7% notes payable, related to acquisitions, due in various installments through 1986	2,649,000	2,898,000
4% to 14% mortgage loans payable, due in various installments through 1992	2,182,000	2,638,000
Other notes and contracts payable at various interest rates, due in installments through 1986	4,854,000	7,213,000
	10,185,000	13,249,000
	42,510,000	65,623,000
Less: current maturities	5,072,000	9,871,000
	$37,438,000	$55,752,000
Subordinated debt is summarized as follows:		
6% subordinated debentures, with annual sinking fund requirements to 1987, due January 1, 1987	$ 3,668,000	$ 3,833,000
5⅞% subordinated notes, convertible into 1477 and 1641 common shares, due in installments through 1984	1,318,000	1,473,000
	4,986,000	5,306,000
Less: current maturities	488,000	320,000
	$ 4,498,000	$ 4,986,000

13

Notes to Consolidated Financial Statements (continued)

The new lender agreement (Second Supplement to Credit Agreement) (Note 1) contains the following provisions:

(1) fiscal 1976 interest of approximately $3,683,000 which would have been due August 29, 1976 was converted to Series A notes;

(2) all obligations of the Company held by the secured lenders which were not exchanged for the Company's common stock and which previously were convertible into shares of I.I.I.'s common stock or which had the benefit of a sinking fund were converted into series CN notes of the Company without conversion privileges;

(3) beginning in the Company's fiscal year 1977, interest on the secured debt remaining after the reorganization will be payable on March 1, June 1, and September 1; principal is payable on an annual basis commencing in fiscal 1977 as follows: $983,000 in 1977; $2,282,000 in 1978; $4,474,000 in 1979; $5,710,000 in 1980; $5,000,000 per year commencing in 1981 until paid. In addition to the fixed payment schedule, the Company will be obligated once each year to reduce the principal amount due to the secured lenders by the amount by which 60% of the "cash profits", as defined in the agreement, of the Company for such year exceeds the principal payments required by the fixed payment schedule for such year. The demand portion of the debt was reduced to $500,000 and such demand portion shall relate to the series CN notes;

(4) the provisions of the Security Agreement, under which the obligations of the Company to the secured lenders are secured by virtually all the assets of the Company are fully applicable to the remaining debt;

(5) the secured lenders waived all events of default which occurred prior to consummation of the reorganization;

(6) the Company is required to observe numerous financial covenants under the new lender agreement, including the following: (i) to maintain the ratio of consolidated current assets to consolidated current liabilities (as such terms are defined in the new lender agreement) at not less than .60 to 1 from August 30, 1976 to September 2, 1977, and at .75 to 1 at all times thereafter; (ii) from and after August 30, 1976, not to permit consolidated current liabilities to exceed consolidated current assets (as such terms are defined in the new lender agreement) by more than $5,000,000; (iii) to keep consolidated tangible net worth (as defined in the new lender agreement) at not less than $1.00 after September 2, 1977; (iv) to restrict the size of long term lease payments made by the Company and its subsidiaries; (v) to limit the amount and kind of new debt the Company and its subsidiaries may incur; (vi) to limit the dividends the Company may pay; and (vii) in general, to limit the financial commitments which may be made by the Company or its subsidiaries whether such commitments are made by investment, guaranty, loan or otherwise. The Company obtained waivers from the requisite number of lenders with respect to the technical defaults under covenants (i) and (ii) above through the end of February 1977.

Aggregate maturities for the succeeding five years are as follows:

During fiscal year ending	
1977	$5,560,000
1978	$4,445,000
1979	$6,070,000
1980	$6,870,000
1981	$6,009,000

On August 29, 1974, the Company entered into a loan agreement with a commercial lender. Amounts outstanding under this agreement, $792,000 and $1,260,000 at August 29, 1976 and August 31, 1975, respectively, are included in "Other Notes" in the above table. The borrowing is secured by various types of collateral, consisting primarily of equipment, equipment leases, and real estate. The note is due in one year and is renewable annually under certain conditions for six additional years. The note bears interest at the prime rate plus 6⅓% per annum. The maximum balance outstanding at the end of any fiscal month during fiscal 1976 was $1,260,000 and the weighted average interest rate during fiscal 1976 approximated 15.7%. The Company had no other short-term borrowing arrangements during the year, and maintains no compensating balance arrangements.

In order to satisfy current sinking fund requirements, the Company repurchased $165,000 of the 6% subordinated debentures for $92,000 and

Notes to Consolidated Financial Statements (continued)

10. Income (Loss) Per Common Share

Income (loss) per common share is based upon the weighted average number of shares (5,263,257) that would have been outstanding had the reorganization (Note 1) been consumated September 2, 1974.

Since, pursuant to the reorganization (Note 1), the Series A preference stock of I.I.I. was eliminated, the income (loss) per share amounts for 1976 and 1975 do not give effect to the dividend requirement which existed prior to the reorganization.

11. Litigation, Commitments and Contingent Liabilities

The Company is defendant in numerous lawsuits arising in the ordinary course of business. All litigation is being pursued by the Company and outside counsel. Provision has been made in the accompanying financial statements for the estimated amount which will be payable in those cases where settlements and/or awards are expected. The Company believes that such amounts are adequate.

In connection with the sale of the Education Division in January, 1976 (Note 5) the Company has indemnified the buyers against litigation losses in excess of $35,000 to a maximum of the total of the unpaid balance on the note taken on the purchase and the unpaid balance on a group of notes retained by the Company. At August 29, 1976, the unpaid balances aggregate approximately $2,566,000. Outstanding litigation which would be subject to this indemnification includes a suit which was filed in Federal Court in Chicago, Illinois by two students against The Bryman Schools, Inc. alleging violation of the Federal Truth in Lending Act and the Illinois Retail Installment Sales Act. The complaint was later amended to seek formation of a class. Financial statements previously published by the Company indicated that uncertainty existed as to the ultimate liability with respect to this matter. Subsequently, additional information was obtained and provision has been made in the accompanying financial statements for the estimated liability.

The Company occupies premises under various leases which require the Company to pay additional amounts based upon a percentage of the sales at the location as well as property taxes, insurance, and other charges. Such leases expire at various dates through 2014. A substantial number of the properties covered by such leases are subleased to franchisees for the full term of the Company's leases at aggregate rentals in excess of aggregate rentals paid by the Company.

Rentals for years ended August 29, 1976 and August 31, 1975 are as follows:

	Fiscal Years	
	1976	1975
Rentals included in loss from continuing operations (primarily noncapitalized financing leases):		
Basic rentals	$10,097,000	$ 8,465,000
Contingent rentals	413,000	1,813,000
Total rental expense	10,510,000	10,278,000
Sublease income including contingent rentals	13,466,000	11,872,000
Net rental income	$ 2,956,000	$ 1,594,000
Rentals included in loss from discontinued operations:		
Noncapitalized financing leases including contingent rentals		$ 1,472,000
Other leases including contingent rentals		3,344,000
		4,816,000
Sublease income including contingent rentals		3,752,000
Net rental expense	None	$ 1,064,000

leases are in effect as follows:

August 29, 1976

Non-capitalized financing leases	Other leases	Expected sublease income (excluding contingent subrentals)	Net
$ 9,928,000	$ 186,000	$ 8,290,000	$ 1,824,000
$ 9,875,000	$ 157,000	$ 8,233,000	$ 1,799,000
$ 9,817,000	$ 156,000	$ 8,222,000	$ 1,751,000
$ 9,690,000	$ 131,000	$ 8,176,000	$ 1,645,000
$ 9,368,000	$ 121,000	$ 7,912,000	$ 1,577,000
$42,390,000	$ 340,000	$36,417,000	$ 6,313,000
$34,347,000		$29,785,000	$ 4,562,000
$16,852,000		$15,769,000	$ 1,083,000
$ 5,033,000		$ 4,140,000	$ 893,000
$ 3,311,000	$ 402,000	$ 2,994,000	$ 719,000
$ 3,228,000	$ 321,000	$ 2,759,000	$ 790,000
$ 3,174,000	$ 289,000	$ 2,591,000	$ 872,000
$ 3,157,000	$ 225,000	$ 2,466,000	$ 916,000
$ 3,125,000	$ 214,000	$ 2,252,000	$ 1,087,000
$14,178,000	$ 748,000	$ 9,998,000	$ 4,928,000
$10,051,000	$ 189,000	$ 7,132,000	$ 3,108,000
$ 1,567,000	$ 45,000	$ 1,035,000	$ 577,000
$ 708,000		$ 462,000	$ 246,000

17

August 31, 1975

Non-capitalized financing leases	Other leases	Expected sublease income (excluding contingent subrentals)	Net
$ 9,889,000	$ 23,000	$ 6,727,000	$ 3,185,000
$ 9,855,000	$ 23,000	$ 6,693,000	$ 3,185,000
$ 9,833,000	$ 23,000	$ 6,665,000	$ 3,191,000
$ 9,788,000	$ 23,000	$ 6,658,000	$ 3,153,000
$ 9,701,000	$ 23,000	$ 6,634,000	$ 3,090,000
$44,003,000	$ 106,000	$29,963,000	$14,146,000
$37,188,000		$25,188,000	$12,000,000
$21,550,000		$12,774,000	$ 8,776,000
$ 7,516,000		$ 4,529,000	$ 2,987,000
$ 3,901,000	$ 596,000	$ 2,404,000	$ 2,093,000
$ 3,824,000	$ 551,000	$ 2,267,000	$ 2,108,000
$ 3,771,000	$ 452,000	$ 2,111,000	$ 2,112,000
$ 3,703,000	$ 379,000	$ 2,049,000	$ 2,033,000
$ 3,670,000	$ 291,000	$ 1,978,000	$ 1,983,000
$17,166,000	$ 1,022,000	$ 8,972,000	$ 9,216,000
$12,194,000	$ 308,000	$ 6,664,000	$ 5,838,000
$ 2,248,000	$ 53,000	$ 1,081,000	$ 1,220,000
$ 266,000	$ 4,000	$ 77,000	$ 193,000

IHOP Corp. and Subs

Notes to Consolidated Financial Statements (continued)

The present value of minimum lease commitments for all noncapitalized financing leases are as follows:

	As of	
	August 29, 1976	August 31, 1975
Continuing Operations:		
Real Property	$64,753,000	$65,829,000
Equipment	662,000	684,000
	65,415,000	66,513,000
Sublease income	52,777,000	43,730,000
Net	$12,638,000	$22,783,000
Discontinued Operations:		
Real Property	$20,896,000	$24,863,000
Equipment	195,000	93,000
	21,091,000	24,956,000
Sublease income	13,548,000	11,498,000
Net	$ 7,543,000	$13,458,000

18

	As of	
	August 29, 1976	August 31, 1975
Interest rates	7.25% to 16.00%	7.25% to 16.00%
Weighted average interest rate:		
Leases	11.50%	11.29%
Subleases	12.50%	12.84%

Had all noncapitalized financing leases been capitalized, amortization been taken on the property right using the straight-line method over 20 years, and related subleases been treated as sales, net loss would have increased as follows:

	Years Ended	
	August 29, 1976	August 31, 1975
Rent expense	$(10,510,000)	$(10,278,000)
Sub-rent income	13,466,000	11,872,000
Amortization of existing leaseholds	(485,000)	(457,000)
Interest expense on master lease	7,181,000	8,489,000
Interest income on sublease	(5,800,000)	(4,999,000)
Amortization of property rights	548,000	1,001,000
(Profit) loss on sales of subleases	(68,000)	569,000
Net increase in loss	$ 4,332,000	$ 6,197,000

...ompany has entered ...truction of restaurant ...purchase restaurant ...0,000 ($820,000 at ...

...vested by the Com... ...nd August 31, 1975. ...ompany was the co... ...n connection with certain loans, contracts and agreements (including leases and mortgages) entered into prior to the sale. The Company is obligated only if the acquiring entity defaults, and then only for the amount that cannot be offset by either a sublease or other remedies available. The primary obligations relate to leases on operating units. The contingent liability for such items aggregated approximately $24,727,000 at August 29, 1976 ($36,744,000 at August 31, 1975).

...ited balance sheet of IHOP Corp. and Subsidiaries as of August 29, 1976 ...dated consolidated statements of operations, accumulated deficit, capital ...ges in financial position for the years then ended. Our examinations were ...ds accepted auditing standards, and accordingly, included such tests of the ...her auditing procedures as we considered necessary in the circumstances. ...Notes to Consolidated Financial Statements, the Company is contesting a ...involving a former subsidiary. Uncertainty exists as to the outcome of this

19

...Notes to Consolidated Financial Statements, the Company has revised its ...discontinued operations. The ultimate amount realizable from such di... ...inable until future events occur.

...he effects, if any, on the financial statements of the final determination of ...ceding paragraphs, such financial statements present fairly the financial ...bsidiaries as of August 29, 1976 and August 31, 1975 and the results of ...their financial position for the years then ended in conformity with gen... ...iples applied on a consistent basis.

Officers and Directors

Officers

FRANK A. GRISANTI
Chairman of the Board

WALTER McBEE
President and Chief Executive Officer

RAYMOND F. SCHULER
Vice President,
General Counsel and Secretary

RICHARD K. HERZER
Vice President-Finance and Treasurer

CLARENCE E. PALMER
Vice President, Restaurant Operations

Board of Directors

MORRIS GOLDSTEIN
Financial Advisor
Self Employed

FRANK A. GRISANTI
Chairman of the Board
IHOP Corp.
President, Grisanti & Galef, Inc.
Management Consultants

JAMES DONALD JONES
Private Investor and Rancher
Self Employed

NORMAN KAPLAN
Investor
Self Employed

SANFORD KAPLAN
Consultant to and Director of Xerox Corporation

WALTER McBEE
President and Chief Executive Officer
IHOP Corp.

JOHN P. SHELTON, Ph.D.
Professor of Finance
UCLA Graduate School of Management

Independent Certified Public Accountants

MAIN LAFRENTZ & CO.
Los Angeles, California

Transfer Agents

SECURITY PACIFIC NATIONAL BANK
Los Angeles, California

CHEMICAL BANK
New York, New York

Registrars

UNION BANK
Los Angeles, California

MANUFACTURERS HANOVER TRUST COMPANY
New York, New York

Corporate Offices

IHOP Corp.
6837 Lankershim Boulevard
North Hollywood, California 91605

Stock Market and Dividend Information

IHOP CORP. is listed on the Pacific Stock Exchange (symbol IHPP). The range of sales prices of the Company's common stock for fiscal years 1976 and 1975 by quarters is as follows:

	Fiscal 1976 High-Low	Fiscal 1975 High-Low
First quarter	$ 1.87-$ .50	$1.63-$ .50
Second quarter	1.00- .50	1.13- .28
Third quarter	1.25- .50	1.00- .63
Fourth quarter	.63- .19	1.63- .63
For the year	1.87- .19	1.63- .28

The Company paid no dividends during the above periods. On September 16, 1976, all classes of the Company's shareholders voted in favor of a restructuring of the Company. At that time, all preferential share rights, including 24 quarterly dividends on its Series A cumulative convertible preference stock, which were in arrears by approximately $10.6 million, were cancelled.

Note to Shareholders

A copy of IHOP Corp.'s 10-K Annual Report for Fiscal Year 1976 filed with the Securities and Exchange Commission is available to shareholders without charge. Write: Secretary, IHOP Corp., 6837 Lankershim Boulevard, North Hollywood, California 91605.

OLD STONE BANK
A Federal Savings Bank

March 18, 1986

Gerard LaLiberte, Esq., Chairman
Committee to Re-elect Fernand St.Germain
204 John E. Fogarty Building
Providence, RI 02903

Dear Mr. LaLiberte:

Pursuant to your request we [illegible] copies of two loan files in connection with real estate loans in Florida and Texas. The loans are in the name of Congressman [illegible] Germain. The files are complete with one exception. We have not provided copies of the personal credit reports for the Congressman obtained from the R.I. Credit Bureau at the time application was made for the loans. We have not provided those reports because of [illegible] technical issues which might arise under the Fair Credit Reporting Act vis-a-vis whether or not Old Stone would be deemed a credit bureau by passing on third party credit information. The Congressman could certainly obtain his own file from the R.I. Credit Bureau by applying directly to the Bureau.

Please sign one copy of this letter where indicated below to acknowlege receipt of the two files and return the letter to me.

Should you have any questions, please contact me.

Sincerely,

Antonio Afonso, Jr.
Vice President and
Associate Counsel

AA:pl

I, the undersigned, hereby acknowledge receipt of the two files mentioned above.

_____
Name

COFFER PENNY
FAMILY COFFEE SHOPS

Memo

FROM: JERRY FISHER

TO: Fred

Here is information on other properties. Note the following:

On Richardson, Texas, there is some vacant land. If you are to buy only the improved area - there is one price and a legal description. If you want to buy all, I can get it for about $60,000.

Please let me know how you want to go. I suggest going for it all. Either way - time is of essence. Best regards

Jerry

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into this 28th day of February, 1972, by and between FERNAND J. ST GERMAIN, of the City of Woonsocket, County of Providence, State of Rhode Island, hereinafter referred to as the SETTLOR, and MICHAEL A. ABATUBO, of the Town of North Providence, County of Providence, State of Rhode Island, hereinafter referred to as the TRUSTEE.

1. This Trust shall be known as the CREPE TRUST.

2. The SETTLOR does hereby transfer and deliver to the TRUSTEE the sum of Twenty-eight Thousand Seven Hundred Thirty-eight Dollars ($28,738.00) TO HAVE AND TO HOLD the same together with any additional sums or property which SETTLOR may add to the Trust Estate created herein, for the uses and purposes and on the terms and conditions herein set forth.

3. The TRUSTEE shall hold, manage, invest and reinvest the Trust Estate and shall collect the income thereof and dispose of the net income and principal as follows:

(a) During the lifetime of the SETTLOR the TRUSTEE shall pay the SETTLOR as the sole beneficiary of the Trust the entire net income from the Trust Estate in convenient installments to said beneficiary or otherwise as said beneficiary may from time to time direct in writing, and the TRUSTEE shall also pay to said beneficiary such part or all of the principal of the Trust Estate as said beneficiary shall request from time to

time in writing. If at any time or times said beneficiary is under a legal disability, by reason of illness, mental or physical, and is unable to properly manage his affairs, the TRUSTEE shall use the income and part or all of the principal of the Trust Estate as is necessary or advisable, in manner he deems best for the care, support, and comfort of the said beneficiary.

(b) In the event of the death of the said beneficiary, the TRUSTEE shall pay and distribute the principal of the Trust Estate, together with any undistributed income to the estate of said beneficiary.

4. The TRUSTEE shall have the following powers and discretions in addition to any conferred by law:

(a) To invest the Trust Estate in the acquisition of real estate situated at 1045 Reservoir Avenue, in the City of Cranston, Rhode Island, in the sum of Two Hundred Sixty-three Thousand Three Hundred Twenty Dollars ($263,320.00), and real estate situated at 228 Meeting Street, in the City of Providence, Rhode Island, in the sum of Three Hundred Eleven Thousand Four Hundred Forty Dollars ($311,440.00). Said SETTLOR has reviewed the Purchase Agreement and Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR

does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Master Lease in the name of the CREPE TRUST, created hereunder.

(b) Said TRUSTEE is further authorized, directed and empowered to execute the promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Fifty-two Thousand Eight Hundred Dollars ($252,800.00) in connection with the acquisition of the premises in the City of Cranston and an additional promissory note running to INDUSTRIAL NATIONAL BANK OF RHODE ISLAND in the sum of Two Hundred Ninety-nine Thousand Dollars ($299,000.00) in connection with the acquisition of the premises in the City of Providence.

(c) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said INDUSTRIAL NATIONAL BANK OF RHODE ISLAND mortgages to secure the promissory notes referred to in Paragraph (b), together with an Assignment of Rents, copy of which is annexed hereto, and ratified by the SETTLOR.

(d) The TRUSTEE is further authorized, directed and empowered to sell, exchange, lease, mortgage or improve any real estate comprising the Trust Estate, upon such terms as he may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments

relating thereto. Any lease may be made for such period of time as the TRUSTEE may deem proper without regard to the duration of the Trust or any statutory restrictions on leasing, and without the approval of any court.

(e) Said TRUSTEE is authorized and empowered to vote in person or by proxy upon securities which may be held by the said TRUSTEE and in such connection to delegate his discretionary powers.

5. TRUSTEE, without regard to any legal restrictions otherwise applicable to trustees, shall be entitled:

(a) To act in any jurisdiction, without bond or other surety to insure the faithful performance of his fiduciary duties.

(b) To rely upon any document or other paper, if believed by him to be genuine, and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction based thereon.

(c) To assume in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

(d) To continue to have or exercise after the

termination of this trust, in whole or in part, and until the final distribution thereof, all the title, powers, discretion, rights, and duties conferred or imposed upon the Trustee by law or by this agreement during the existence of the Trust.

(e) To use his best judgment in exercising the powers, discretions, and rights conferred by this agreement or in performing the duties imposed upon the TRUSTEE by law and, in order to feel free in doing so, to be exempt from liability for any action taken or omitted in good faith.

(f) To employ agents, depositories, and lawyers, to delegate to them discretionary powers, if need be, and to compensate them for their services.

(g) To reimburse himself from the Trust Estate for all reasonable expenses incurred in the administration thereof.

(h) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(i) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, pledges, security agreements, transfers, or other changes affecting the Trust Estate held by him, and in such connection to delegate his discretionary powers and to pay for taxes, assessments, insurance, repairs, improvements

as the same may become necessary and in the event the tenant under the Master Lease shall fail to attend to the same.

(j) To extend or modify the terms of a promissory note or mortgage; to protect or redeem any property from forfeiture for nonpayment of taxes of other liens; and generally to exercise as to such property all powers that an absolute owner might exercise.

(k) To retain any property acquired in connection with the foregoing provisions, whether or not such property shall be authorized by the laws of the State of Rhode Island, or of any other jurisdiction for trust investments.

(l) To make any division or distribution required by this Agreement in cash or in other property, real or personal, or partly in cash and partly in property.

(m) No person or corporation dealing with the TRUSTEE shall be required to investigate the TRUSTEE's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

6. The compensation of the TRUSTEE shall, during the lifetime of the beneficiary, be in such amount as is consented to and authorized by the beneficiary. In the event of the death of the beneficiary during the continuation of this Trust, or during any periods when the beneficiary is deemed incompetent and unable to manage his own affairs, the TRUSTEE shall be

entitled to the same compensation to which the sole testamentary Trustee would be entitled under the laws of the State of Rhode Island, without judicial authorization.

7. This Trust has been accepted by the TRUSTEE in the State of Rhode Island and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of said State.

8. The SETTLOR-beneficiary may, from time to time by instrument signed, acknpwledged, and delivered to the TRUSTEE, modify, amend, or revoke, in whole or in part, this Indenture of Trust hereby created. To the extent thus revoked, the TRUSTEE shall deliver the trust estate, or any part thereof, in accordance with such amendment or revocation, upon receiving a proper receipt and release, and the TRUSTEE shall execute and deliver any instrument required to release all interest of the TRUSTEE in such property. No modification shall increase the TRUSTEE's obligations without his consent in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture of Trust the day and year above written.

Fernand J. St Germain, Settlor

Michael A. Abatuno, Trustee

PURCHASE AGREEMENT

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter called SELLER, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST HEREINAFTER called PURCHASER, is made with reference to the following facts:

1. SELLER now owns that certain tract of land, together with the buildings and improvements erected theron, as follows:

> Situated at the northeasterly corner of St. Paul Drive and Central Expressway in the City of Richardson, County of Dallas, and State of Texas, and more particularly described in Exhibit A annexed hereto.

Said premises and improvements are commonly known as THE INTERNATIONAL HOUSE OF PANCAKES, and such premises and improvements, including the heating, ventilation and air conditioning systems are hereinafter called PREMISES.

The parties hereto are desirous that SELLER shall convey the PREMISES TO PURCHASER and that thereupon the PURCHASER shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinbelow set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty deed, free of all encumbrances, and PURCHASER agrees to purchase the PREMISES. In the event SELLER shall be unable to convey a marketable title in accordance with this Agreement, then the deposit hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for the buildings constructed upon the PREMISES, PURCHASER acknowledges that the building is painted with a unique combination of colors, namely, blue, white and persimmon, and has unique logos and drawings and turnposts of novel design, all of which PURCHASER agrees are distinctive features and the sole property of SELLER; provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining the mortgage financing.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 1010 South Central Expressway, Richardson, Texas (described in Exhibit A) shall be Two Hundred Fifty Thousand Dollars ($250,000.00), of which a deposit of One Thousand Dollars ($1,000.00) has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The balance shall be paid in cash on the delivery of the deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that the building constructed on the Premises and the business do not violate

any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encroachment by any of the said improvements upon any adjacent property nor any encroachments by any improvements on any adjacent property upon the premises.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed, the Master Lease, so called, together with the first mortgage to PURCHASER's mortgagee. (Exhibit B annexed hereto)

4. Conditions, restrictions and limitations of record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions or limitations render SELLER's title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing deliver to PURCHASER owner's marketability title insurance binders issued by LAWYERS TITLE INSURANCE CORPORATION,

which binder shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted in Paragraph A

above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, an owner's marketability policy for the full purchase prices of the PREMISES, which policy shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes, water, utility charges or light charges on or before the date of closing.

C. No other closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of Texas. The deed shall be in proper form for recording and shall be duly executed, acknowledged, and have appropriate revenue stamps affixed thereto by SELLER, at SELLER's expense, so as to convey to PURCHASER good and marketable fee simple title to the PREMISES, free of all encumbrances except as herein provided.

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other inprovements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly notify PURCHASER of such fact. The closing shall then be postponed until the work shall have been completed and paid for by SELLER; provided, however, that SELLER agrees to promptly commence said work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of ~~SECURITY~~ Lawyers TITLE INSURANCE AGENCY, INC., within ten (10) days of the furnishing of an executed copy of this Agreement to the PURCHASER, or at such other time and place as shall have been agreed to in writing by SELLER and PURCHASER. It is understood and agreed that SELLER will reasonably cooperate with PURCHASER in complying with the closing requirements of PURCHASER's lending institution providing the mortgage financing referred to in Paragraph IX herein. The closing shall be held in compliance with the terms and conditions required by said lending institution making a mortgage loan to the PURCHASER, it being understood

that time is of the essence in the completion of the closing herein provided for.

VIII. LEASEBACK

A. At the closing, and simultaneously with the delivery of the deed to the PREMISES from SELLER to PURCHASER, the parties shall enter into a NET LEASE of the PREMISES in the form of that annexed hereto.

B. The form of lease attached hereto shall be completed at the closing as follows: the date of the lease and the commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to the leases affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases to SELLER as lessee under the foregoing leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rentals provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 1010 South Central Expressway, Richardson, Texas (described in EXHIBIT C) shall be Thirty Thousand Dollars ($30,000.00) payable by TENANT to LANDLORD during the full term in two hundred forty (240) equal monthly installments of Two Thousand Five Hundred Dollars ($2500.00) payable on the first day of each calendar month.

F. Said lease shall be a NET LEASE and the Lessor shall not be required to provide any services or do any act in connection with the PREMISES.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposit as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to LAWYERS TITLE INSURANCE CORPORATION, to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right to specific performance of this Agreement, and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his rights hereunder. If SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making

bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by LAWYERS TITLE INSURANCE CORPORATION, PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, LAWYERS TITLE INSURANCE CORPORATION, and said escrowee hereby agrees to abide by the instruction contained in EXHIBIT D.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, GULF COAST INVESTMENT CORPORATION, of Houston, Texas, and its assignee, OLD STONE SAVINGS BANK, and a summary of the Master Lease.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. SELLER agrees that the purchase price shall be reduced by the amount of five per cent (5%) of the purchase price on the sale of the premises described in Exhibit A in consideration of the agreement of the PURCHASER, who hereby assumes the obligation to pay said broker directly.

66-076 O—87——37

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

TO SELLER: 9808 Wilshire Boulevard
Beverly Hills, California 90202

TO PURCHASER: Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 02903

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. EFFECT OF AGREEMENT

This Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure to obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded to the PURCHASER.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of TEXAS, both as to interpretation and performance.

PROMISSORY NOTE SECURED BY MORTGAGE OF
AND ASSIGNMENT OF RENTALS FROM REAL ESTATE
LOCATED AT 4340 BOSTON POST ROAD, BRONX, NEW YORK

$242,000.00 Providence, R. I. December 15, 1972

FOR VALUE RECEIVED, the undersigned, MICHAEL A. ABATUNO, in his capacity as Trustee of the CREPE TRUST dated February 28, 1972, and not individually, promises to pay to RHODE ISLAND HOSPITAL TRUST NATIONAL BANK, or order, at any of its offices in the State of Rhode Island, TWO HUNDRED FORTY-TWO THOUSAND DOLLARS ($242,000.00), together with interest on unpaid principal balances and on overdue interest at the rate of eight per cent (8%) per annum, computed monthly, not in advance, in equal consecutive monthly installments of Two Thousand Three Hundred Twelve and 67/100 Dollars ($2312.67) each, together with interest at said rate on all amounts not paid when due, commencing upon the 15th day of January, 1973, and continuing on the 15th day of each and every month thereafter.

All payments shall be applied first to interest then due and the balance only to principal, and the undersigned expressly agrees that no renewal or extension granted, whether by acceptance of interest in advance or otherwise, nor any indulgence shown to, nor any release of, nor any dealings between a holder hereof and any person now or hereafter interested herein or in the mortgaged property, whether as owner, encumbrancer, or otherwise shall discharge, extend, or in any way affect the obligation of the undersigned as principal debtor hereunder.

The right is reserved to make additional payments on account of said principal in multiples of One Thousand Dollars ($1,000) on any installment date without payment

of penalty or premium. All such prepayments shall be applied to the installments of principal then of most remote maturity.

Upon the occurrence of any of the following events of default:

1. Default in the payment of any installment hereof for a period of fifteen (15) days after the same first becomes due and payable (no prior demand therefor by the holder being necessary);

2. Default continuing for a period of thirty (30) days after written notice in the performance of any other of the covenants, agreements, and conditions of this note or of the mortgage securing this note of even date herewith or of any other mortgage, security agreement, pledge, or assignment now or hereafter securing this note;

3. Insolvency, or business failure of, or the appointment of a permanent receiver for or for any of the property of, or an assignment for the benefit of creditors by, or the filing of a petition under any bankruptcy, receivership, insolvency, or debtor relief law, or a petition for any readjustment of indebtedness, reorganization, composition, or extension by, or the pendency of any such petition undismissed for a period of thirty (30) days against the undersigned, or by or against any endorser or guarantor hereof or any other person now or hereafter liable, absolutely or contingently, for the payment of the whole or any part of this note; or

4. Acquisition at any time or from time to time of any interest in the whole or any part of the real estate mortgaged as security for this note by any person, firm, or corporation other than the undersigned without the prior written approval of the Bank; or

5. Failure of the undersigned to assign to the Bank any or all leases of any portion of the mortgaged property, if so requested by the Bank, as additional security for this note; or

6. Failure to furnish to the Bank within ninety (90) days after the end of each fiscal year of the undersigned hereafter, and at other reasonable times when requested by the Bank, a copy of the annual aujusted income statement of the business conducted on the mortgaged premises; or

All references to the Bank shall be deemed to apply to any holder for the time being of this note and the terms hereof shall be binding on the successors and assigns of the undersigned.

In presence of:

Vincent J Chiodo III

Michael A Abatuno, Trustee

Michael A. Abatuno, as he is
Trustee of the CREPE TRUST,
dated February 28, 1972

TRUSTEE Changed To
William Halliwell Amendment
on FILE in CREDIT DEPT

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971.

INTERNATIONAL HOUSE OF PANCAKES (P. 2 of 4)

Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Encumbrance
2818 W. Diversey Avenue Chicago, Illinois	$ ~~264.6~~ 267.3				$ 264.6 (A)	
1932 N. Woodward Royal Oaks, Michigan	~~258.5~~ 256.5				258.5 (A)	
2550 East Main Street Bexley, Ohio	~~217.2~~ 215.5		$217.2	$239.1		$165.3 (1
1010 S. Central Expressway Richardson, Texas	~~227.1~~ 225.1		227.1	266.0		213.7 (1
4530 Lovers Lane Dallas, Texas	~~270.1~~ 268.2	$270.1				185.2 (1
2412 West Holcombe Blvd. Houston, Texas	~~351.3~~ 349.2		351.3	412.3		252.2 (1
15th & Q Streets Lincoln, Nebraska	~~264.6~~ 267.8				264.6 (A)	
1626 Mockingbird Land Dallas, Texas	~~243.6~~ 241.8		243.6	200.0		
10075 Lewis & Clark St. Louis, Missouri	~~268.9~~ 266.9				268.9 (A)	
2100 Western Avenue Amarillo, Texas	~~229.1~~ 227.4		229.1	233.3		
2210 Las Vegas Blvd., South Las Vegas, Nevada	~~343.0~~ 341.1				343.0 (A)	
2490 E. remont Street Las Vegas, Nevada	~~297.4~~ 295.0				297.4 (A)	

INTERNATIONAL INDUSTRIES INC.
8800 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE 213-278-3030

April 12, 1972

Security Pacific National Bank
561 South Spring Street
Los Angeles, California 90013

Attention: Everil E. Loyd, Jr.
Senior Vice President

Re: Security Agreement dated March 24, 1971--Sale of International House of Pancakes, Richardson, Texas.

Gentlemen:

Your consent, as Agent for the Lenders who are parties to the above-referenced Security Agreement, is respectfully requested to the sale and leaseback of the above-referenced real property.

The gross purchase price for the property is $250,000.00 before the deduction of closing items. The book value of the subject property is $221,200.00 . The Balance Sheet and Profit and Loss effect of the transaction will be to reduce Real Estate Held for Sale by the amount of the book value, increase cash by the net proceeds, with the recognition to a gain or loss equal to the difference between book value and the net proceeds.

This transaction is a standard type of sale and leaseback in the ordinary course of business. The yearly rental during the twenty-year term of the lease will be $[illegible] net, net, net. Management believes that this transaction is in the best interests of the company.

Attached, as Exhibit A, on your counsel's copy, are copies of the documents relating to this transaction.

Net sales of this unit for 1971 amounted to $291,961.00.

Security Pacific National Bank
Attention: Everil E. Loyd, Jr.

For the reasons stated above, we respectfully request your consent to the transaction described herein. If you have any questions, please feel free to call upon me. Upon your determination concerning this matter, I would appreciate your advising me in writing in the usual manner so that we may make the necessary arrangements for effectuating a release of the lien which you presently hold.

Very truly yours,

Edward H. Resnick
Vice President and Secretary

APPROVED:

Grisanti & Galef, Inc.

EHR/es

cc: A. Lapin, Jr.
J. Davis
F. Grisanti
S. Hecnan
R. Davis
B. L. Gitelson, Esq. w/ enclosures
G. Fisher

SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE, SIXTH AND SPRING STREETS, LOS ANGELES, CALIFORNIA

MAILING ADDRESS: P. O. BOX 2097, TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90054

RECEIVED
MAY 30 1972
E. H. RES. T.

April 20, 1972

International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Attention: Edward Resnick

Re: Consent to Sale of International House of Pancakes, Richardson, Tex. under the Authority granted to the Agent under the Agency Letter dated March 24, 1971 and/or under the Notice of Authority to Waive Certain Events of Default dated August 6, 1971.

Gentlemen:

Pursuant to that certain Agency Letter dated March 24, 1971 and/or to that certain Notice of Authority to Waive Certain Events of Default dated August 6, 1971, under which the undersigned, as Agent, is granted certain authority to permit and consent to transactions otherwise precluded by or constituting an event of default under Article IX of the Security Agreement dated March 24, 1971, between International Industries, Inc. and the several lenders named therein, you have requested our consent to the following:

Sale of International House of Pancakes, Richardson, Texas as requested in your letter of April 12, 1972.

Based upon the foregoing, and in reliance upon the representations set forth in your letter and noting that your request has been approved by Crisanti & Calef, Inc., we hereby consent to the transaction described above. Our consent is granted upon the conditions (1) that the transaction shall be effected in all respects in accordance with your letter of request, and (2) that the entire proceeds received by the Company, including cash, securities, obligations and other assets, if any, be delivered directly to the undersigned as Agent.

SECURITY PACIFIC NATIONAL BANK
As Agent under the Security Agreement

By _____

[illegible] Laurelgrove Boulevard, North Hollywood, California 91605
(213) 982 2626

December 9, 1977

Charles S. Sokoloff, Esq.
Messrs. Tobin, LeRoy & Silverstein
Industrial Bank Building
Providence, Rhode Island 02903

Re: Crepe Trust -- IHOP Units #1313, 47-11, 47-12, 522 and 46-34

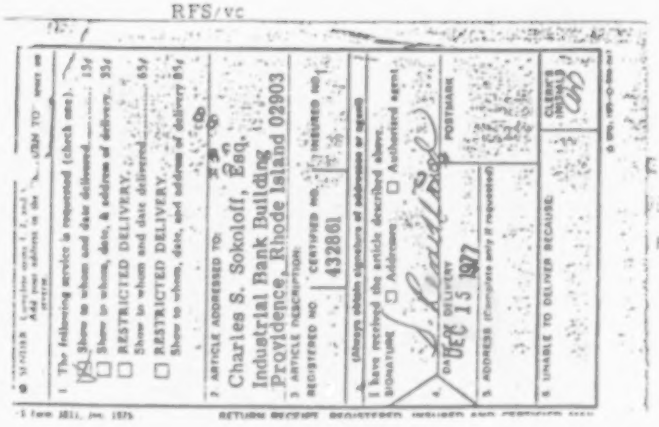
Dear Mr. Sokoloff:

Pursuant to my letter to you dated December 1, 1977 and with respect to the above-referenced IHOP units, enclosed herewith please find our check #617498 in the sum of $20,000, representing late payment penalties.

Very truly yours,

Raymond F. Schuler
Vice President, Secretary
and General Counsel

RFS/vc



RECEIVED
DEC 1 [illegible]
FILE ROOM

Fleet National Bank

Item Processing Department

DATE	DEPOSIT	WITHDRAWAL	INTEREST	BALANCE
10-19-77		2,500.00		5,767.62
10-28-77			73.79	5,841.41
11-01-77		2,292.50		3,548.91
11-01-77		1,793.96		1,754.95
11-16-77	11,187.00			12,941.95
11-17-77		4,296.00		8,645.95
11-23-77		2,500.00		6,145.95
11-23-77		36.86		6,109.09
11-29-77		1,793.96		4,315.13
12-01-77		2,292.50		2,022.63
12-14-77	11,187.00			13,209.63
12-14-77		2,500.00		10,709.63
12-16-77	20,000.00			30,709.63
12-19-77		4,296.00		26,413.63
12-20-77		20,000.00		6,413.63
12-23-77		1,793.96		4,619.67
1-04-78		2,292.50		2,327.17
1-11-78	11,187.00			13,514.17
1-18-78		2,500.00		11,014.17
1-18-78		4,296.00		6,718.17
1-26-78		1,793.96		4,924.21
1-27-78			61.84	4,986.05
2-01-78		2,292.50		2,693.55
2-10-78	11,187.00			13,880.55
2-14-78		2,500.00		11,380.55
2-28-78		1,793.96		9,586.59
2-28-78		2,292.50		7,294.09
3-06-78		4,296.00		2,998.09
3-09-78	11,187.00			14,185.09
3-09-78		2,500.00		11,685.09
3-22-78		4,296.00		7,389.09
3-28-78		1,793.96		5,595.13
3-28-78		2,292.50		3,302.63
4-06-78	11,187.00			14,489.63
4-06-78		2,500.00		11,989.63
4-19-78		4,296.00		7,693.63
4-27-78		2,292.50		5,401.13
4-27-78		1,793.96		3,607.17
4-28-78			82.81	3,689.98
5-09-78	11,187.00			14,876.98
5-09-78		2,500.00		12,376.98
5-16-78		2,000.00		10,376.98
5-17-78		4,296.00		6,080.98

Fleet National Bank 125 Dupont Drive Providence Rhode Island 02907 (401) 278-5646

IN WITNESS WHEREOF, the PURCHASER has hereunto executed this Agreement in Providence, Rhode Island, this 7TH day of APRIL, 1972.

Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the Crepe Trust, PURCHASER

IN WITNESS WHEREOF, the SELLER has hereunto executed this Agreement in Beverly Hills, California, this 11 day of APRIL, 1972.

INTERNATIONAL INDUSTRIES, INC.

(seal)

By E.H. RESNICK V.P.

IN WITNESS WHEREOF, the Escrowee has hereunto executed this Agreement in this day of , 1972.

LAWYERS TITLE INSURANCE CORPORATION

(seal)

By_____

Address:_____

_____

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instruments to which SELLER hereby authorizes the escrowee, LAWYERS TITLE INSURANCE CORPORATION, and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 1010 South Central Expressway, Richardson, Texas (described in Exhibit A), are not to be delivered or recorded by the Escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Thirty-seven Thousand Five Hundred Dollars ($237,500.00) (reduced by closing costs not in excess of One Thousand Dollars ($1,000.00) together with an adjustment of rent and title insurance premium), payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instruments may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created

in ninety (90) days after the end each fiscal year of International Industries, Inc., a copy of the annual financial report of said International Industries, Inc., including balance sheet and profit and loss statement, with adequate supporting data and schedules, all prepared in accordance with generally accepted principles of accounting and certified to by an independent certified public accountant;

and in any event at the expiration of fifteen (15) years after date, this note shall, at the option of the holder, become immediately due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived by the undersigned and each and every person now or hereafter liable, absolutely or contingently, for the payment of the whole or any part of this note. Failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time for the same or any other cause.

The Bank, by acceptance of this note, agrees that no recourse shall be had by it or by any subsequent holder against Michael A. Abatuno in his individual capacity for the payment of the principal or the interest of this note or for any claim based, directly or indirectly hereon, or of the indebtedness represented hereby, or for the payment or performance of any other obligations of the mortgagor under the mortgage deed securing this note, and that neither it nor any subsequent holder hereof will assert any claim or demand or institute any action or suit at law or in equity against the said Michael A. Abatuno or his executors or administrators for or on account of any of the same, but will look for payment thereof solely to the security for this note, the other assets of Crepe Trust, and/or the guaranty hereof, all personal liability of the said Michael A. Abatuno being, by the acceptance hereof, and as part of the consideration of the execution and delivery hereof, expressly released.

is subject to the Receipt of Consent from Security Pacific National Bank, as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971

INTERNATIONAL HOUSE OF PANCAKES (P.3 of 4)

:r	Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Encum- rance
	631 Bloomfield Avenue Verona, New Jersey	$ ~~274.4~~ 271.9				$ 274.4(A)	
:	407 Long Beach Blvd. Oceanside, L.I., N.Y.	~~254.5~~ 252.1	$254.5				$202.6
1	Walt Whiteman Road & Norwich St. Huntington, New York	~~315.3~~ 312.0	315.3				235.6
1	4340 Boston Post Road Bronx, New York	~~241.8~~ 239.7	241.8				198.0
3	254-02 Rockaway Blvd. Queens City, New York	~~313.8~~ 310.9	313.8				270.0
3	145 Hillside Avenue Williston Park, New York	~~259.7~~ 257.4	259.7				214.7
7	2159 Jericho Turnpike Commack, New York	~~246.8~~ 244.5	246.8				215.6
)	651 Montauk Highway Babylon, L.I., New York	~~278.6~~ 276.3	278.6				239.6
0	5645 Broadway Bronx, New York	~~340.9~~ 338.1	340.9				271.1
5	U.S. Route 9 West Kingston, New York	~~231.8~~ 229.3	231.8				156.7
9	111 Washington Street Quincy, Massachusetts	~~295.7~~ 293.6				295.7(A)	
1	228 West .g Street	~~299.0~~				299.0(A)	

2395

1162

ALLIED REALTY
INDUSTRIAL REAL ESTATE ON A NATIONAL BASIS
Broad Street
Newark, N. J. 07104

SALES
LEASING
FINANCING
CONSTRUCTION
MANAGEMENT

January 17, 1972

Mr. A. Lappin, Jr.
Chairman of the Board
International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, Calif. 90212

Dear Mr. Lappin:

In follow up to our telephone conversation, I tried to reach Mr. Joe Davis but was unable to do so. As discussed with Sheldon Itkin and you, my people refuse to go the real estate route, they would prefer a corporate note.

The investors have studied your financial statement and have come back with the following proposal. This group has requested the following telex be sent to them "Request $12,000,000. loan for a term of ten years, 2% discount, interest only at a rate not to exceed 6% per annum on full amount of loan. 2% finders fee payable to Ben Slobodin, Esq. and Dr. Herman Shepard on closing of loan".

I would also have to charge a fee for services rendered as the lender will not compensate me for my services. The terms which are offered are so good that your fears of the loan application being peddled are not justified. No normal lender would even consider terms as economical as these.

I shall give you the telex number and who and where to send it once we have agreed on my fee.

There is absolutely no exposure on your part unless and until the loan is closed. Please feel free to call me at either my office of at my home (201-226-0526) if further information is required. Kindest personal regards.

Very truly yours,

ALLIED REALTY

Barry Kraft

HK:ba

MEMBERS: NEW YORK METROPOLITAN INDUSTRIAL REAL ESTATE BROKERS ASSOCIATION

Industrial Real Estate Specialists
20 Broad Street
Newark, N. J. 07104

LEASING
FINANCING
CONSTRUCTION
MANAGEMENT

April 20, 1972

46-33

R. E.

Mr. Al Lapin, Jr.
Chairman of the Board
International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Dear Mr. Lapin:

We have this day received a deposit and authorization from our prospect, Mr. Lewis Janus of Dunlop Realty, Inc., 19 West 44th Street, New York, New York 10036, to request contracts for the purchase of the nine New York pancake houses listed below:

# 46-28	407 Long Beach Blvd., Oceanside, L.I., N.Y.	$ 254,500.
46-33	Walt Whitman Road & Norwich St., Huntington, N.Y . .	315,500.
46-34	4340 Boston Post Road, Bronx, N.Y.	241,800.
46-35	254-02 Rockaway Blvd., Queens, N.Y.	313,800.
46-36	145 Hillside Avenue, Williston Park, N.Y.	259,700.
46-37	72159 Jericho Turnpike, Commack, N.Y.	246,800.
46-38	9651 Montauk Highway, Babylon, L.I., N.Y.	276,600.
46-39	5645 Broadway, Bronx, N.Y.	340,900.
46-40	U. S. Route 9 West, Kingston, N.Y.	231,800.
	Total purchase price	$2,483,200.

They have requested separate contracts for each, based on the above price with separate leases for 20 years at 11.5% constant net rental with two 5 year renewal options. The leases to be the same form as your usual leases. They will pay 10% down on signing of contracts and want to close no later than 30 days later.

You must provide surveys and marketable title.

Industrial Real Estate Specialists
581 Broad Street
Newark, N. J. 07104

LEASING
FINANCING
CONSTRUCTION
MANAGEMENT

April 29, 1972

Mr. Al Lapin, Jr.
Chairman of the Board
International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Dear Mr. Lapin:

Yesterday I learned that my prospects, Messrs. Janus and Kindler who are the people interested in acquiring your firm's real estate, are planning a trip to California to meet with you and Mr. Itkin. Their desires are those expressed in my letter to you dated April 20, 1972.

I therefore am putting you on notice that I shall look to your firm for the usual 5% real estate brokerage commission for my services in procuring said prospects as purchasers for your property. Any transaction between you and my prospects or their assignees should take into consideration this fact in determining the final price. Said commissions will be due and payable upon consummation of the particular transaction.

Thank you for allowing us to serve you. We appreciate the business.

Kindest personal regards.

Very truly yours,

ALLIED REALTY

Harry Kraft

HK:ba

cc: Mr. Sheldon Itkin

Certified Mail

MEMBER: NEW YORK METROPOLITAN INDUSTRIAL REAL ESTATE BROKERS ASSOCIATION

INTERNATIONAL INDUSTRIES INC
9000 WILSHIRE BOULEVARD - BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE 213-278-3030

August 4, 1972

Mrs. Lee Gilbert
Lawyers Title Insurance Corp.
3030 West Sixth Street
Los Angeles
California

Re: Sale/Leaseback - IHOP, Boston Post Rd., Bronx, N.Y.

Dear Lee:

Reference is made to my earlier letter today and our telephone conversation on the above subject matter.

There has been a change in plans and until I get what we are going to do resolved, please do not do anything with respect to this property.

Sincerely,

Jerry Fisher
Director of Real Estate

JF/jw

For the reasons stated above, we respectfully request your consent to the transaction described herein. If you have any questions, please feel free to call upon me. Upon your determination concerning this matter, I would appreciate your advising me in writing in the usual manner so that we may make the necessary arrangements for effectuating a release of the lien which you presently hold.

Very truly yours,

Edward H. Resnick
Senior Vice President

APPROVED:

Grisanti & Galef, Inc.

EHR/es

cc: A. Lopin, Jr.
J. Davis
F. Grisanti
S. Heenan
R. Davis
B. L. Gitelson, Esq. w/ enclosures
G. Fisher

INTERNATIONAL INDUSTRIES, INC.
9808 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE 213-878-3030

December 13, 1972

Security Title and Guaranty Company
630 Fifth Avenue
New York, New York 10020

Attention: Mr. Theodore Moss

Re: Sale and Leaseback
International House of Pancakes
Boston Post Road
Bronx, New York
Your B & W 434841

Gentlemen:

The escrow instructions attached as Exhibit C to the Purchase Agreement executed August 14, 1972, are amended as follows:

The escrow holder, Security Title and Guaranty Company is authorized to pay from the funds deposited by buyer in the sum of $239,267 the following:

1. All delinquent or unpaid taxes through the tax year ending on June 30, 1973, including meter charges and other amounts owing municipal or county governments for utilities or taxes required to deliver Buyer clear title.

2. New York City Real Property Transfer Tax.

3. New York State Transfer Taxes.

4. Rent adjustment as provided in paragraph IV-C.

5. All closing costs, including the cost of title insurance.

6. The sum of $532.00 payable to Abatuno, Chisholm & Rodio for drawing documents.

7. The balance, after deducting the above, to be paid over to Security Pacific National Bank as agent for the lenders, and deposited in the cash collateral account of International Industries, Inc., #099-192, at the Valley Plaza Branch.

AMENDMENT OF TRUST
DATED JULY 28,1972

WHEREAS, Fernand J. St Germain of the City of Woonsocket, County of Providence, and State of Rhode Island, hereinafter referred to as the SETTLOR, by Deed of Trust made on February 2°, 1972, created the CREPE TRUST, so called; and

WHEREAS, said SETTLOR reserved the right to revoke, amend or ratify the provisions of said Trust at any time.

NOW, THEREFORE, the SETTLOR, without limiting the generality of the powers granted therein, does hereby amend and modify Paragraph 4 of said Trust instrument to include the following additional power and discretion:

(l) To [illegible] the Trust Estate in the acquisition of real estate located at 4340 Boston Post Road, Pelham, New York, in the sum of Two Hundred Fifty One Thousand Three Hundred Sixty ($251,360.00) Dollars. Said Settlor has reviewed the Purchase Agreement and Real Estate Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Real Estate Master Lease together with such other documents as are deemed necessary by said TRUSTEE, or by the lender, RHODE ISLAND HOSPITAL TRUST NATIONAL BANK in the name of CREPE TRUST created hereunder.

(m) The TRUSTEE is further authorized, directed and empowered to execute the promissory note payable to the order of [illegible] RHODE ISLAND HOSPITAL TRUST NATIONAL BANK in the sum of Two Hundred Forty Two Thousand ($242,000.00) Dollars in connection with the acquisition of premises referrred to in Paragraph (l) above.

(n) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said lender a mortgage to secure the aforesaid promissory note in Paragraph (m) above, together with collateral assignment of the Real Estate Master Lease and such other documents as are necessary by said lender, RHODE ISLAND HOSPITAL TRUST NATIONAL BANK.

[illegible] ratifies and confirms [illegible] dated February 18, 1972, [illegible] of April 7, 1972 and July 12, 1972.

IN WITNESS WHEREOF, the SETTLOR has duly executed this [illegible] this 26th day of July, 1972.

Bernard C. St Germain

ACCEPTANCE

I, Michael A. Abatuno, the Trustee, do hereby accept the [illegible] of Trust set forth herein, and agree to abide thereto.

Michael A. Abatuno

APPENDED TO
AMENDMENT OF TRUST
DATED JUNE 23, 1972

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Terrance J. St Germain, Settlor under Indenture of Trust dated February 23, 1972, as amended, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, and his own free act and deed in his capacity as Settlor.

WITNESS my hand and official seal in the County and State last aforesaid this day of , 1972.

Notary Public

My commission expires:

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 23, 1972, as amended, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the CREPE TRUST.

WITNESS my hand and official seal in the County and State last aforesaid this day of , 1972.

Notary Public

My Commission Expires:

PURCHASE AGREEMENT

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter called SELLER, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST HEREINAFTER called PURCHASER, is made with reference to the following facts:

1. SELLER now owns that certain tract of land, together with the buildings and improvements erected theron, as follows:

> All that land partly in the Borough and County of the Bronx, City and State of New York, and partly in the Village of Pelham Manor, Town of Pelham, County of Westchester, and State of New York, and more particularly described in Exhibit A annexed hereto.

Said premises and improvements are commonly known as THE INTERNATIONAL HOUSE OF PANCAKES, and such premises and improvements, including the heating, ventilation and air conditioning systems are hereinafter called PREMISES.

The parties hereto are desirous that SELLER shall convey the PREMISES TO PURCHASER and that thereupon the PURCHASER shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinbelow set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty deed, free of all encumbrances, and PURCHASER agrees to purchase the PREMISES. In the event SELLER shall be unable to convey a marketable title in accordance with this Agreement, then the deposit hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for the buildings constructed upon the PREMISES. PURCHASER acknowledges that the building is painted with a unique combination of colors, namely, blue, white and persimmon, and has unique logos and drawings and turnposts of novel design, all of shich PURCHASER agrees are distinctive features and the sole property of SELLER: provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining the mortgage financing.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 4340 Boston Post Road, Bronx, New York (described in Exhibit A) is Two Hundred Fifty One Thousand Eight Hundred Sixty ($251,860.00) Dollars, of which a deposit of One Thousand ($1,000.00) Dollars has been paid simultaneously with the execution of this Agreement to the escrowee, as hereinafter provided.

The balance shall be paid in cash on the delivery of the deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that the building constructed on the Premises and the business do not violate

any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encroachment by any of the said improvements upon any adjacent property nor any encroachments by any improvements on any adjacent property upon the premises.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed, the Master Lease, so called, together with the first mortgage to PURCHASER's mortgagee. (Exhibit B annexed hereto)

4. Conditions, restrictions and limitations of record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions or limitations render SELLER's title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing deliver to PURCHASER owner's marketability title insurance binders issued by SECURITY TITLE AND GUARANTY COMPANY OF NEW YORK,
which binder shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted in Paragraph A

above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, an owner's marketability policy for the full purchase prices of the PREMISES, which policy shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes, water, utility charges or light charges on or before the date of closing.

C. No other closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay a prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for, together with the following month's rent in advance.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of New York . The deed shall be in proper form for recording and shall be duly executed, acknowledged, and have appropriate revenue stamps affixed thereto by SELLER, at SELLER's expense, so as to convey to PURCHASER good and marketable fee simple title to the PREMISES, free of all encumbrances except as herein provided.

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other inprovements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly notify PURCHASER of such fact. The closing shall then be postponed until the work shall have been completed and paid for by SELLER; provided, however, that SELLER agrees to promptly commence said work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of Security Title Insurance Agency, Inc., 506 Industrial Bank Building, Providence, Rhode Island, within ten (10) days of the furnishing of an executed copy of this Agreement to the PURCHASER, or at such other time and place as shall have been agreed to in writing by SELLER and PURCHASER. It is understood and agreed that SELLER will reasonably cooperate with PURCHASER in complying with the closing requirements of PURCHASER's lending institution providing the mortgage financing referred to in Paragraph IX herein. The closing shall be held in compliance with the terms and conditions required by said lending institution making a mortgage loan to the PURCHASER, it being understood

that time is of the essence in the completion of the closing herein provided for.

VIII. LEASEBACK

A. At the closing, and simultaneously with the delivery of the deed to the PREMISES from SELLER to PURCHASER, the parties shall enter into a NET LEASE of the PREMISES in the form of that annexed hereto.

B. The form of lease attached hereto shall be completed at the closing as follows: the date of the lease and the commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to the leases affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases to SELLER as lessee under the foregoing leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rentals provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 4340 Boston Post Road, Bronx, New York (described in EXHIBIT A) shall be Thirty Thousand Two Hundred Twenty Three and 20/100 ($30,223.20) Dollars payable by TENANT to LANDLORD during the full term in two hundred forty (240) equal monthly installments of Two Thousand Five Hundred Eighteen and 60/100 ($2,518.60) Dollars payable on the first day of each calendar month.

F. Said lease shall be a NET LEASE and the Lessor shall not be required to provide any services or do any act in connection with the PREMISES.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposit as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to SECURITY TITLE INSURANCE AGENCY, INC. 506 Industrial Bank Building, Providence, Rhode Island, to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right to specific performance of this Agreement, and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his rights hereunder. If SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making

bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, Security Title Insurance Agency, Inc. and said escrowee hereby agrees to abide by the instruction contained in EXHIBIT C.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relating to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER's lender, FIRST NATIONAL CITY BANK, a national banking association existing under the laws of the United States of America, and its assignee, RHODE ISLAND HOSPITAL TRUST NATIONAL BANK, a national banking association existing under the laws of the United States of America.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. SELLER agrees that the purchase price shall be reduced by the amount of five per cent (5%) of the purchase price on the sale of the premises described in Exhibit A in consideration of the agreement of the PURCHASER, who hereby assumes the obligation to pay said broker directly.

00249.

66-076 O—87——38

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

TO SELLER: 9808 Wilshire Boulevard
Beverly Hills, California 90202

TO PURCHASER: Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 02903

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. EFFECT OF AGREEMENT

This Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure to obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded to the PURCHASER.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of New York both as to interpretation and performance.

092495

IN WITNESS WHEREOF, the PURCHASER has hereunto executed this Agreement in Providence, Rhode Island, this day of 1972.

S/
Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972 known as the Crepe Trust, PURCHASER

IN WITNESS WHEREOF, the SELLER has hereunto executed this Agreement in Beverly Hills, California, this 14th day of August 1972.

INTERNATIONAL INDUSTRIES, INC.

By S/

IN WITNESS WHEREOF, the Escrowee has hereunto executed this Agreement in Providence, Rhode Island, this day of 1972.

SECURITY TITLE INSURANCE AGENCY, INC.

By S/

002499

ALL that land partly in the Borough and County of the Bronx, City and State of New York, and partly in the Village of Pelham Manor, Town of Pelham, County of Westchester, and State of New York, known and designated as Lots 129, 130 and 131 and portions of Lots 132, 143 and 144 on a certain map entitled, "Map of 390 lots known as Prevost Estates, located at Boston Road, Pelham Bay Park, Eastchester Creek, Huguenot Avenue and intersecting Streets and Avenues, Borough of the Bronx, City of New York" dated April 24th, 1923 and made by George C. Hollerith, Surveyor, 176 Broadway, New York City and filed in the office of the Register of the County of the Bronx on June 26th, 1923 as map No. 704 and in the office of the Clerk of the County of Westchester, Division of Land Records, (formerly Register) on July 12th, 1923 as map No. 2512. Said lots and parts of lots, when taken together as one parcel, are more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Boston Road, as now laid out, and the northerly side of Ropes Avenue; running
thence easterly along the northerly side of Ropes Avenue, 150 feet to the southeasterly corner of lot 144; running
thence northerly along the easterly side of lot 144, 100 feet; thence westerly through lots 143 and 144 and along the northerly side of lot 132, 150 feet to the easterly side of Boston Road, as now laid out;
thence southerly along the easterly side of Boston Road, as now laid out, 100 feet to the point or place of beginning.

002500

EXHIBIT A

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between Hop of Pelham Manor, N.Y. Corp a corporation, hereinafter called "Sublessor" and [illegible] hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its Landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting therein an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be fifteen (15) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall take possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 385.00 , payable on Monday of each week following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as aforesaid, a percentage rental in an amount equal to ten percent (10%) of all gross sales in excess of Four Thousand Dollars ($4,000) based on Sublessee's gross sales for the preceding week. Gross sales are defined as the amount of all sales of food, goods, wares, merchandise and services made in, upon, or from the demised premises, whether for cash or on credit (and if on credit, whether or not payment is received therefor). There shall be deducted from gross sales for purpose of said computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which by law are chargeable to customers, and the amount of any actual refunds, exchanges, overrings, and allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed therefor, all increases in real property taxes (including assessments) on the demised premises, if any. Such amount shall be equal to the amount, if any, by which the taxes assessed against the demised premises during the term hereof shall exceed the amount of such taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee shall be made available for inspection by Sublessor or its agents at any time during business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

V

REPAIRS AND MAINTENANCE

Sublessor agrees to and will keep and maintain the roof and exterior walls, but not including any exterior doors, windows or other glass, in good order, condition, and state of repair. Sublessee agrees to and shall, at his own cost and expense, keep and maintain all of the remainder of the demised premises, including, without limitation, the interior of the building, windows and other glass and all of the exterior of the demised premises, including, without limitation, the parking area and exterior lighting, all signs, landscaping and exterior doors, in good condition and state of repair at all times during the term of this sublease.

002501

EXHIBIT B

VI

INSURANCE

Sublessor will, on behalf of Sublessee, cause to be obtained and Sublessee agrees to keep in force during the term hereof, at Sublessee's expense, fire insurance with extended coverage endorsement on the building in an amount equal to the full insurable value thereof, excluding foundation and excavation costs, and public liability insurance in a sum not less than $500,000 for injury to one person, and not less than $1,000,000 for injuries to more than one person arising out of the same casualty, and insurance against damage to property in a sum of not less than $25,000, and such other insurance as may be required by the master lease or Sublessor. All said policies shall be issued for the benefit of Sublessor, Sublessee and Landlord, and shall be carried and maintained with standard solvent stock or mutual insurance companies.

VII

ASSIGNMENT

Sublessee shall not assign or hypothecate this sublease, or any interest therein, or any portion thereof, nor shall Sublessee sublet any portion of the demised premises nor permit any other person (the agents and employees of Sublessee excepted) to occupy or use said premises or any part thereof, without first having obtained the written consent of Sublessor. This sublease shall not, nor shall any interest therein, be assignable, as to the interest of Sublessee, by operation of law, without the written consent of Sublessor.

VIII

REMEDIES OF SUBLESSOR ON DEFAULT

In the event of any breach of this sublease by Sublessee, then Sublessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sublessee. Should Sublessor at any time terminate this sublease for any breach, in addition to any other remedy it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this sublease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Sublessee to Sublessor. The remedies herein stated shall not be deemed to be exclusive, but are cumulative of and in addition to all other remedies Sublessor may have at law or in equity.

IX

NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by registered or certified mail, with return receipt requested, postage prepaid. Any notice to Sublessor shall be in duplicate. One copy shall be addressed to it at 6637 Lankershim Boulevard, North Hollywood, California, Attention: Director of Operations, and the other copy shall be addressed to it at the regional office for the Sublessor closest to the demised premises. Any notice to Sublessee may be addressed to him at the address of the demised premises. Either party may designate another address at any time by appropriate written notice to the other.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this sublease this 16th day of October, 1965

"SUBLESSOR"
Ihop of Pelham Manor, N.Y. Corp.
Ihop of Pelham Manor, N.Y. Corp.
by Gerald S. Fiedler VP

"SUBLESSEE"
Leonard S. Schrier
Leonard S. Schrier

002502

EXHIBIT B

46-31

International Foods 6837 Lankershim Blvd. • North Hollywood, California 91605 • (213) 875-04
a division of International Industries, Inc.

Mr. Leonard Schrier
International House of Pancakes
4340 Boston Post Road
Pelham Manor, New York 10803

RE: IHOP # 46-34

Dear Mr. Schrier:

We are pleased to advise you that pursuant to new corporate policy we are extending the term of the Franchise Documents for an additional five (5) years to a twenty (20) year term. Concurrently, the franchise fee will be increased by $5,000, but this is being waived in your case. A rescheduling of the equipment rent is also provided for, as described below.

This letter will constitute a modification of that certain Franchise Agreement dated 10/18/1968 Sublease dated 10/18/1968, and Equipment Lease dated 10/18/1968, between you and the undersigned as follows:

(1) The term of the aforementioned Franchise Agreements is hereby extended for an additional five (5) years so that the initial term thereof shall be twenty (20) years instead of fifteen (15) years.

(2) The equipment rental as set forth in the Equipment Lease is hereby modified so that the rental is as follows:

(a) $270.00 (TWO HUNDRED SEVENTY DOLLARS AND NO/100) per week for the first five (5) years of the lease term; $180.00 (ONE HUNDRED EIGHTY DOLLARS AND NO/100) for the next ten (10) years; and $150.00 (ONE HUNDRED FIFTY DOLLARS AND NO/100) for the last five (5) years.

(3) Except as herein modified, your existing Franchise Agreements shall continue in full force and effect.

The International House of Pancakes
NEW YORK • 461 Eighth Avenue, New York, New York 10001 • (212) 751 0808
ATLANTA • 466 Armour Circle N.E., Atlanta, Georgia 30324 • (404) 876 8243
SAN FRANCISCO • 101 North Bayshore Blvd., San Mateo, Calif. 94401 • (415) 342 6055
CHICAGO • I.H.O.P. of Cook Co. Inc., 3760 West Devon Ave., Chicago, Illinois 60645 • (312) 679 4473
ST. LOUIS • I.H.O.P. of Cook Co. Inc., 818 Olive Street, St. Louis, Missouri 63101 • (314) 436 2141

EXHIBIT B-3

002503

Mr.

Please execute the copy of this letter in the space provided for below and return same to us whereupon it will constitute a binding modification of your Franchise Agreements as set forth herein.

Very truly yours,

Ihop of Pelham Manor, N.Y. Corp.

BY _____

RGS:mwc
Enclosure

ACCEPTED AND AGREED

THIS 11th DAY OF June, 1969.

_____
(Franchisee)

Leonard Schrier

002504

EXHIBIT B-4

ASSIGNMENT OF FRANCHISE

AGREEMENT made this 21st day of January 1971, between LEONARD S. SCHRIER residing at 4 Perth Avenue, Spring Valley, New York, assignor, and ARELESS OPERATING CORP., a domestic corporation with its principle place of business at 4 Perth Avenue, Spring Valley, New York, assignee.

WITNESSETH:

WHEREAS the assignor is the holder of a franchise agreement made with IHOP of ~~Glen Cove~~ Plainview, New York (the International House of Pancakes) and is the sub-tenant under a sub-lease agreement made between assignor & IHOP of ~~Glen Cove~~ Plainview New York Corp., both agreements dated October 18, 1968 and,

WHEREAS pursuant to Article 7 of the franchise agreement the franchisee is permitted to assign the franchise to a corporation formed and controlled by franchisee;

NOW THEREFORE in consideration of the sum of $10.00 and other good and valuable consideration paid by the assignee to the assignor the receipt whereof is hereby acknowledged, the assignor hereby assigns and transfers all his right, title and interest in and under the said franchise agreement and sub-lease agreement to the assignee, its successors and assigns on the following terms and conditions.

1. The assignor represents that the written consent of the franchisor has been obtained in accordance with the terms hereinafter set forth of this assignment.

2. The assignor covenants that he will continue to be the holder of not less than 90% of the outstanding stock of the assignee.

002505

EXHIBIT B--5

3. That all payments due to IHOP under the Franchise Documer and Promissory Notes, and all accounts receivable arising from the operation of this restaurant are current.

4. That the assignee shall be jointly and severally liable with the assignor for the performance of duties and payment of sums resulti from franchise commitments.

5. That the assignee will not utilize as part of its name, IHOP or International House of Pancakes.

6. That operator's salary and salaries of corporate officers and directors shall be segregated and not included as expense factors in P & L statements and transmittals provided for in the Franchise Docume Such salaries shall be deducted from gross wages as provided in the transmittal sheet.

7. That assignor will continue to devote his full time and attention and best efforts to the performance of duties provided by the Franchise Agreement and that notwithstanding assignment to the assignee, the assignor shall not engage directly or indirectly in any other business activities whether as principal, agent, employee, partner, stockholder or director or otherwise during the term of the franchise agreement; provided however that the assignor may own for investment purposes only, less than 5% of the outstanding securities of any corporation whose securities are publicly held and traded.

8. That the assignee hereby assumes the performance of all the terms, covenants and conditions of the said franchise agreement and sub-lease agreement to be performed heretofore by the assignor and agrees to perform all the said terms, covenants and conditions and to indemnify the assignor for any damage resulting from any default on the part of the assignee to perform the said covenants, terms and conditions.

002506

EXHIBIT B-6

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this agreement on the day first above written.

LEONARD S. SCHRIER

ARELESS OPERATING CORP.

By

In the presence of:

002507

EXHIBIT B--7

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instruments to which SELLER hereby authorizes the escrowee, LAWYERS TITLE INSURANCE CORPORATION, and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument,sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 4340 Boston Post Road, Bronx, New York (described in Exhibit A), are not to be delivered or recorded by the Escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Thirty Nine Thousand Two Hundred Sixty Seven ($239,267.00) Dollars (reduced by closing costs not in excess of One Thousand ($1,000.00) Dollars together with an adjustment of rent and title insurance premium), payable to Security Pacific National Bank,as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instruments may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created is subject to the Receipt of Consent from Security Pacifice National Bank,as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

002505

EXHIBIT C

GENERAL RELEASE

KNOW ALL MEN, that WILLIAM HALLIWELL of the City of Woonsocket, Rhode Island, in consideration of the sum of One ($1.00) Dollar and other valuable consideration to it paid by INTERNATIONAL INDUSTRIES, INC., the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto said INTERNATIONAL INDUSTRIES, INC., its successors and assigns, all and all manner of actions, cause of actions, debts, dues, claims and demands, both in law and equity, and more especially arising out of any and all claims for a brokerage commission in connection with the sale of real estate situated at 4340 Boston Post Road, Bronx, New York, which against said INTERNATIONAL INDUSTRIES, INC. said William Halliwell ever had, now has, or in the future may have for or by reason or means of any matter or thing from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, said William Halliwell has hereunto set his hand and seal this day of , 1972.

_____

In the presence of:

_____

002509

AFFIDAVIT OF JOE E. DAVIS

President - International Industries, Inc.

State of California, County of Los Angeles

I, Joe E. Davis, President of International Industries, Inc., being first duly sworn, say:

At my direction, the following analysis of land and construction costs has been prepared which sets forth in detail, the land and construction costs which have been paid with regard to the following site:

43-40 Boston Post Road
Bronx, New York

owned in fee by The Original House of Pies, Inc.

Land	$ 91,100.00
Building	162,500.00
Total Costs:	$ 253,600.00

Square Footage:

Land	15,000
Building	3,000

J. E. D.
Joe E. Davis, President

Sworn to before me

on Oct. 15 [illegible]

[illegible]

Notary Public for the
County of Los Angeles
State of California

[illegible] PUBLIC CALIFORNIA
[illegible] COUNTY
[illegible] M.C.S. 1975

002510

SUBORDINATION AGREEMENT

THIS AGREEMENT of subordination was made this 18th day of August, 1972 by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation hereinafter referred to as SELLER; INTERNATIONAL HOUSE OF PANCAKES, a division of International Industries, Inc., hereinafter referred to as sublessor, ARELESS OPERATING CORP. of Spring Valley, New York, hereinafter referred to as SUBLESSEE, and MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972 hereinafter referred to as PURCHASER.

WHEREAS, the SELLER desires to sell the property described in Exhibit A attached hereto; and

WHEREAS, the PURCHASER is desirous of acquiring title in fee simple in connection with said purchase and will incur a first mortgage with RHODE ISLAND HOSPITAL TRUST NATIONAL BANK of Providence, Rhode Island; and

WHEREAS, SELLER has agreed to enter into a leaseback agreement in accordance with the terms of a Real Estate Master Lease from PURCHASER to SELLER; and

WHEREAS, the parties hereto are desirous of subordinating the SELLER's rights, the sublessor's rights, and the sublessee's rights to the PURCHASER's rights and the rights of RHODE ISLAND HOSPITAL TRUST NATIONAL BANK.

NOW,THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

002511

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

In Beverly Hills, California on the 14th day of August, 1972, before me personally appeared E. H. Rosick in his capacity as Vice President of International Industries, Inc., to me known and known by me to be the party executing the foregoing instrument, and he being first duly sworn, acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as Vice President of said Corporation, and the free act and deed of said Corporation.

Shirley A. Sperling
Notary Public

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

In Beverly Hills, California on the 14th day of August, 1972 before me personally appeared E. H. Rosick in his capacity as Vice President of International House of Pancakes, to me known and known by me to be the party executing the foregoing instrument, and he being first sworn, acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as Vice President of said Corporation, and the free act and deed of said Corporation.

Shirley A. Sperling
Notary Public

STATE OF NEW YORK
COUNTY OF ROCKLAND

In New City New York on the 18th day of August, 1972 before me personally appeared Leonard S. Schrier in his capacity as President of Areless Operating Corp., to me known and known by me to be the party executing the foregoing instrument, and he being first sworn, acknowledged said instrument by him executed to be his free act and deed, his free act and deed in his capacity as President of said Corporation, and the free act and deed of said Corporation.

Virginia Lee Pitcher
Notary Public

002512

STATE OF CALIFORNIA
County of Los Angeles

(General)

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angel
which Court is a Court of Record,

having by law a seal, do hereby certify that Shirley A. Sperling

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgme
proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the princi
place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws there
to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments
writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any Coun
in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is
quired to be under seal; that the impression of his official seal is not required by law to be on file in the office of the Coun
Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attach
document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to t
laws of the State of California.

Executed and the seal of said Superior Court affixed

Los Angeles, California AUG 14 1972 19

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court
of California, County of Los Angeles,

By S. Wrenn Depu

76C335H-C(b 10-71

STATE OF NEW YORK,
COUNTY OF ROCKLAND, } ss.:

I, AUGUST H. HANSEN, County Clerk and Clerk of the Supreme Court of the State of New York in and for Rockland County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY THAT

Philippe Ann Pavlides

whose name is subscribed to the deposition, certificate of acknowledgment or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his appointment and qualifications, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 18 day of Aug. 19 72

August H. Hansen
County Clerk and Clerk of the
Supreme Court, Rockland County.

002513

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

Before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture o Trust dated February 28, 1972, as amended, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the CREPE TRUST.

WITNESS my hand and official seal in the County and Sta last aforesaid this 10th day of August ,1972.

Notary Public

My commission expires: June 30, 1976

002514

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF THE CLERK OF THE SUPERIOR COURT

PROVIDENCE, SC. PROVIDENCE, ... A. D. 19.....

I, S. Albert Iodice Deputy *Clerk of the* SUPERIOR COURT *of said State for the Counties of Providence and Bristol, the same being a Court of Record and having by law a seal,*

DO HEREBY CERTIFY, *that* Alfred G. Thibodeau *whose name is subscribed to the annexed certificate was at the time of signing said certificate a NOTARY PUBLIC in and for said State of Rhode Island duly appointed and qualified, and authorized to administer oaths and take depositions and to take the acknowledgment or proof of deeds or conveyances of lands, tenements or hereditaments lying in said State and which deed or conveyances are to be recorded in said State; that I am well acquainted with the handwriting of said*

and verily believe that the signature to the said Certificate, purporting to be his, is genuine; that the laws of said State do not require the use of a seal by a notary and no copy of a notary's seal is on file or required to be on file in this office.

In attestation whereof, *I hereunto subscribe my name, and affix the seal of said Court, the day and year above written*

S. Albert Iodice Clerk.

S-168

002515

PROMISSORY NOTE SECURED BY MORTGAGE OF
AND ASSIGNMENT OF RENTALS FROM REAL ESTATE
LOCATED AT 4340 BOSTON POST ROAD, BRONX, NEW YORK

$242,000.00 Providence, R. I. December 15, 1972

FOR VALUE RECEIVED, the undersigned, MICHAEL A. ABATUNO, in his capacity as Trustee of the CREPE TRUST dated February 28, 1972, and not individually, promises to pay to RHODE ISLAND HOSPITAL TRUST NATIONAL BANK, or order, at any of its offices in the State of Rhode Island, TWO HUNDRED FORTY-TWO THOUSAND DOLLARS ($242,000.00), together with interest on unpaid principal balances and on overdue interest at the rate of eight per cent (8%) per annum, computed monthly, not in advance, in equal consecutive monthly installments of Two Thousand Three Hundred Twelve and 67/100 Dollars ($2312.67) each, together with interest at said rate on all amounts not paid when due, commencing upon the 15th day of January, 1973, and continuing on the 15th day of each and every month thereafter.

All payments shall be applied first to interest then due and the balance only to principal, and the undersigned expressly agrees that no renewal or extension granted, whether by acceptance of interest in advance or otherwise, nor any indulgence shown to, nor any release of, nor any dealings between a holder hereof and any person now or hereafter interested herein or in the mortgaged property, whether as owner, encumbrancer, or otherwise shall discharge, extend, or in any way affect the obligation of the undersigned as principal debtor hereunder.

The right is reserved to make additional payments on account of said principal in multiples of One Thousand Dollars ($1,000) on any installment date without payment

of penalty or premium. All such prepayments shall be applied to the installments of principal then of most remote maturity.

Upon the occurrence of any of the following events of default:

1. Default in the payment of any installment hereof for a period of fifteen (15) days after the same first becomes due and payable (no prior demand therefor by the holder being necessary);

2. Default continuing for a period of thirty (30) days after written notice in the performance of any other of the covenants, agreements, and conditions of this note or of the mortgage securing this note of even date herewith or of any other mortgage, security agreement, pledge, or assignment now or hereafter securing this note;

3. Insolvency, or business failure of, or the appointment of a permanent receiver for or for any of the property of, or an assignment for the benefit of creditors by, or the filing of a petition under any bankruptcy, receivership, insolvency, or debtor relief law, or a petition for any readjustment of indebtedness, reorganization, composition, or extension by, or the pendency of any such petition undismissed for a period of thirty (30) days against the undersigned, or by or against any endorser or guarantor hereof or any other person now or hereafter liable, absolutely or contingently, for the payment of the whole or any part of this note; or

4. Acquisition at any time or from time to time of any interest in the whole or any part of the real estate mortgaged as security for this note by any person, firm, or corporation other than the undersigned without the prior written approval of the Bank; or

5. Failure of the undersigned to assign to the Bank any or all leases of any portion of the mortgaged property, if so requested by the Bank, as additional security for this note; or

6. Failure to furnish to the Bank within ninety (90) days after the end of each fiscal year of the undersigned hereafter, and at other reasonable times when requested by the Bank, a copy of the annual adjusted income statement of the business conducted on the mortgaged premises; or

002525

7. Failure to furnish to the Bank within ninety (90) days after the end of each fiscal year of International Industries, Inc., a copy of the annual financial report of said International Industries, Inc., including balance sheet and profit and loss statement, with adequate supporting data and schedules, all prepared in accordance with generally accepted principles of accounting and certified to by an independent certified public accountant;

and in any event at the expiration of fifteen (15) years after date, this note shall, at the option of the holder, become immediately due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived by the undersigned and each and every person now or hereafter liable, absolutely or contingently, for the payment of the whole or any part of this note. Failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time for the same or any other cause.

The Bank, by acceptance of this note, agrees that no recourse shall be had by it or by any subsequent holder against Michael A. Abatuno in his individual capacity for the payment of the principal or the interest of this note or for any claim based, directly or indirectly hereon, or of the indebtedness represented hereby, or for the payment or performance of any other obligations of the mortgagor under the mortgage deed securing this note, and that neither it nor any subsequent holder hereof will assert any claim or demand or institute any action or suit at law or in equity against the said Michael A. Abatuno or his executors or administrators for or on account of any of the same, but will look for payment thereof solely to the security for this note, the other assets of Crepe Trust, and/or the guaranty hereof, all personal liability of the said Michael A. Abatuno being, by the acceptance hereof, and as part of the consideration of the execution and delivery hereof, expressly released.

002526

All references to the Bank shall be deemed to apply to any holder for the time being of this note and the terms hereof shall be binding on the successors and assigns of the undersigned.

In presence of:

Vincent J Cristino

Michael A. Abatuno, Trustee

Michael A. Abatuno, as he is
Trustee of the CREPE TRUST,
dated February 28, 1972

RFS/ap (1) 6.2 12/11/72

GUARANTY

Providence, R. I. December 15, 1972

FOR VALUE RECEIVED, the undersigned, for themselves and for their respective executors and administrators, do hereby jointly and severally endorse that certain promissory note of even date in the original principal amount of $242,000 wherein Michael A. Abatuno, in his capacity as Trustee of the CRLPL TRUST is named as maker, payable to Rhode Island Island Hosital Trust National Bank, or order, and do guarantee to Rhode Island Hospital Trust National Bank, its successors and assigns, full payment of said note and of all indebtedness evidenced thereby in accordance with the tenor of said note, and full payment of all sums secured by the mortgage securing the same and of all interest due and to become due under the terms of said note and the full performance by the Mortgagor of all covenants and conditions set forth or referred to in said mortgage deed, according to the tenor of said mortgage; hereby waiving demand, protest and notice of any default in the payment of any of said indebtedness, or of said interest, or of any part thereof, or in the performance of any of the covenants and conditions of said mortgage and expressly agreeing that their liability hereunder shall be in no way affected or prejudiced by any modification, renewal or extension of said indebtedness or said note heretofore or hereafter granted or agreed to, or by any other act, indulgence or omission of said Rhode Island Hospital Trust National Bank, or any subsequent holder of said note, whereby their liability would or might, but for this provision, have been affected or discharged. The undersigned furtherrore hereby waive notice of the making of the loan evidenced by said note and mortgage and of any other action which said Rhode Island Hospital Trust National Bank, its successors or assigns, may take from time to time with respect to said indebtedness or said mortgage.

In presence of:

002528

REAL ESTATE MASTER LEASE

THIS LEASE, made this 15th day of December, 1972, by and between MICHAEL A. ABATUNO, Trustee under an Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, or his successor(s) and assigns, hereinafter referred to as LANDLORD and INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, with its office and principal place of business at 9808 Wilshire Boulevard, Bevarly Hills, California 90212, hereinafter referred to as TENANT.

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT and TENANT hires from LANDLORD for the term and according to the covenants and conditions contained herein all that certain land together with the improvements thereon at 4340 Boston Post Road, Bronx, New York,

and more particularly described in EXHIBIT A, which description is attached to and made a part of this lease (all of the foregoing hereinafter referred to as the PREMISES).

2. ASSIGNMENT OF SUBLEASES: LANDLORD hereby assigns to TENANT all of LANDLORD's right, title and interest in and to the sublease affecting the premises now in existence for the remainder of the terms thereof, which is attached to this lease and more

002542

particularly described in EXHIBIT B. In regard to such sublease, TENANT shall have all the rights of a sublessor including the right to terminate, the right to receive the rent, and the right to extend any such sublease for a term not exceeding twenty (20) years from the date of this lease. TENANT agrees to indemnify and hold LANDLORD harmless for any claim, loss or liability that may arise out of any such lease and TENANT assumes any duty or liability to any duty or liability to any of its franchisees, licensees, tenants or subtenants created by any such lease.

3. TERM. The term of this lease shall commence on the date hereof and shall end twenty (20) years after the date of first payment of rent, as specified in Section 4.

4. RENT. The fixed minimum annual rental for the premises situated at 4340 Boston Post Road, Bronx, New York (described in EXHIBIT A) shall be Thirty Thousand Two Hundred Twenty Three and 20/100 ($30,223.20) Dollars payable by TENANT to LANDLORD during the full term of two hundred forty (240) equal monthly installments of Two Thousand Five Hundred Eighteen and 60/100 ($2,518.60) Dollars payable on the first day of each calendar month.

If the first day upon which rent becomes payable is other than the first day of any calendar month, the rent for the balance of said month shall be prorated and paid by TENANT on a

00151

daily rate based upon a thirty (30) day month.

The fixed minimum annual rental shall not be subject to reduction during the term of this lease; however, in addition to the monthly rental agreed to be paid by TENANT, TENANT shall and will pay to LANDLORD, at the time and in the manner specified in this lease, an additional rental in an amount equal to five per cent (5%) of the amount of TENANT's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term hereof, less the aggregate amount of the monthly rental previously paid by the TENANT for said calendar year.

Within thirty (30) days after the end of each semi-annual period of the term hereof, commencing with the 30th day following the first June 30 or December 31 of the term hereof, and ending with the 30th day of the month next succeeding the last month of the lease term, TENANT shall furnish to LANDLORD a statement in writing, certified by TENANT to be correct, showing the total gross sales made in, upon or from said building during the preceding semi-annual period, and shall accompany each such statement with a payment to LANDLORD equal to five per cent (5%) of the total quarterly gross sales made in, upon or from the said building during each such semi-annual period, less the rent previously paid for such semi-annual period, and less the deductions and credits hereinafter provided for. Said payments of percentage

092544

rental shall be adjusted annually as of December 31 of each year and at the end of the term of this lease, so that the total rent payable during such calendar year shall be the greater of either (a) the minimum annual rent for said year, or (b) five per cent (5%) of gross sales during said year.

The term "gross sales" as used herein shall include the entire gross receipts of each kind and nature from sales and services made in, upon or from the said building, whether upon credit or for cash, whether operated by the TENANT or by a sub-tenant, or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers, and the amount of all State of New York sales tax which have to be accounted for by Lessee or by any subtenant or concessionaire to the State of New York Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period during which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery. The term "gross sales" shall not include sales from coin-operated vending machines.

The TENANT shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash and on credit of each separate department and concession at any time operated in the said premises. The LANDLORD and his agents and employees, upon reasonable notice, shall have the right at any time and all times, during regular business hours, to examine and inspect all of the books and records of the TENANT (including any sales tax reports) pertaining to the business of the TENANT

conducted in, upon or from the said premises which TENANT shall produce upon demand by LANDLORD or LANDLORD's agents for the purpose of investigating and verifying the accuracy of any statement of gross sales. The LANDLORD may once in any lease year cause an audit of the gross sales of TENANT to be made by an independent certified accountant of LANDLORD's selection, and if the statement of gross sales previously made to LANDLORD by TENANT shall be found to be understated by more than two per cent (2%), TENANT shall immediately pay to LANDLORD the cost of such audit not to exceed Seven Hundred Fifty Dollars ($750.00) as well as the additional rental shown to be payable by TENANT to LANDLORD; otherwise, the cost of such audit shall be paid by LANDLORD.

Each of the premises described in EXHIBIT A and EXHIBIT B shall be considered separately in determining the additional rental provided for by this Paragraph 4.

5. THE BUSINESS. LANDLORD hereby acknowledges that INTERNATIONAL INDUSTRIES, INC., its divisions, affiliates and subsidiaries, hereinafter referred to collectively as INTERNATIONAL, are engaged in the business of franchising, licensing and operating pancake houses, hereinafter called the BUSINESS. TENANT agrees that the premises shall be used solely as a pancake house or restaurant and for no other purpose; LANDLORD further acknowledges that the buildings in which the BUSINESS are operated are painted with a unique combination of colors, namely, blue, white and persimmon, and have unique logos and drawings, and turnposts of novel design. LANDLORD further acknowledges that said distinctive features, through extensive advertising, promotion and use,

00251

as well as uniformity of service, products and business methods, have become identified by the public throughout the nation with INTERNATIONAL's operations and have acquired a secondary meaning, indicating said INTERNATIONAL's operations. INTERNATIONAL has thereby acquired property rights of great value in the distinctive features and all trademarks, trade names, trade secrets, signs and symbols relating thereto which can be protected only by confining the use thereof to buildings housing the business operated by INTERNATIONAL or its franchisees or licensees. It is, therefore, agreed that the use of said distinctive features in a building housing any business other than the business operated by INTERNATIONAL, its franchisees or licensees will cause irreparable injury to INTERNATIONAL, its franchisees and licensees for which there is no adequate remedy at law.

LANDLORD further agrees for the benefit of TENANT and INTERNATIONAL that if, for any reason other than TENANT'S default this lease be terminated by lapse of time or otherwise, TENANT may at its own expense, remove the distinctive features hereinabove enumerated from said building, substituting colors selected by the LANDLORD in place thereof. In the event of a breach of this agreement by LANDLORD, LANDLORD agrees that TENANT or INTERNATIONAL will be entitled to an immediate injunction from a court of equity to compel LANDLORD to comply with this agreement and to prevent LANDLORD from making or permitting any use of the demised premises until LANDLORD has so complied.

All of the rights of the tenant under the provisions of Section 5 set forth above shall be conditioned upon, and subject to, the TENANT complying with its obligations under this lease and not committing any breach of, or default under, the provisions

of this lease. Further, the LANDLORD shall have no responsibility for any violation of the provisions of this section by any person other than himself.

6. USE OF PREMISES. TENANT shall use the premises for the purpose of conducting thereon the business or incidental purposes related thereto, or for any other legally permissible restaurant business; provided, however, that TENANT shall not use the premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body.

7. LIABILITY FOR DAMAGES: TENANT, as a material part of the consideration to be rendered to the LANDLORD, hereby waives all claims against the LANDLORD for damage to goods, wares and merchandise, in, upon, or about the premises, and for injuries to persons in or about the premises from any cause arising at any time. The TENANT further agrees on the commencement of the term of this lease to take out public liability insurance covering the premises. Said policy or policies shall be for an amount of at least three hundred thousand dollars ($300,000.00) for death or injury to one person, and five hundred thousand ($500,000.00) for death or injury to two or more persons, plus fifty thousand dollars ($50,000.00) property damage, which said policy or said policies of insurance shall name the LANDLORD as an additional assured thereunder, and TENANT agrees to maintain same at TENANT's sole cost and expense in full force and effect during the entire term of this lease. TENANT shall furnish the LANDLORD with a copy of such insurance coverage, or with a certificate of the company issuing such insurance, certifying that the same is in full force and effect. The TENANT may, at its option, bring

its obligations to insure hereunder under any so-called blanket policy or policies of insurance; provided, however, that the interests of the LANDLORD shall be as fully protected thereby as if TENANT obtained individual policies of insurance. Each policy or certificate of insurance which shall be issued pursuant to the provisions of this section shall be issued by an insurance company that shall be licensed to do business in the state where the premises are located, and shall be a company that shall be acceptable to LANDLORD. The LANDLORD shall be reasonable in the exercise of his discretion in giving or withholding approval of any such insurance company.

8. COVENANTS AGAINST LIENS; INSPECTION. TENANT shall indemnify and save LANDLORD harmless from and against any lien or claim of lien attached to or upon the premises or any part thereof by reason of any act or omission on the part of the TENANT.

LANDLORD, or LANDLORD's agent, shall at all reasonable times have the right to enter upon the demised premises for the purpose of inspecting the same, and for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect LANDLORD or the premises against mechanics' or materialmen's liens, or charges, or other liens or charges which might or could arise out of the use of the premises by TENANT, or the construction of the improvements or the making of alterations or repairs to the premises.

002549

9. BANKRUPTCY OR INSOLVENCY. If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the TENANT, and result in an adjudication or bankruptcy, or if the TENANT shall file, or any creditor of the TENANT shall file any petition under Chapter X or Chapter XI of the Bankruptcy

Act of the United States of America, as the same are now in force or may hereafter be amended, and TENANT be adjudicated bankrupt, or if a receiver or trustee of the business or assets of TENANT be appointed and such appointment be not vacated within thirty (30) days after notice thereof to TENANT, or if the TENANT makes an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or keeper takes possession of the premises or assets located thereon by virtue of any attachment or execution proceedings and offer same for sale publicly, then LANDLORD may, at its option, in either or any of such events, terminate this lease. Upon such termination all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto LANDLORD shall have all rights provided by the bankruptcy laws relative to the proof of claim on an anticipatory breach of an executory contract.

10. ASSIGNMENT. TENANT may not assign this lease in whole or in part without first obtaining the prior written consent of LANDLORD, which consent shall not be unreasonably withheld; provided, however, the giving of consent by the LANDLORD shall not release the TENANT from its primary liability for the full and complete performance of the TENANT's obligations under this lease; and, provided further, that TENANT may, without such consent, assign this lease in whole or in part as security or otherwise to any corporation controlled by, controlling or under common control with TENANT (it being understood that TENANT shall remain liable hereunder) or to any surviving corporation

002550

66-076 O—87——39

resulting from a merger or consolidation of the TENANT with any other corporation or to any corporation which purchases or otherwise acquires all or substantially all of the assets of the TENANT. Any consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment by TENANT other than in accordance with this Section 10 shall be voidable by LANDLORD for a period of sixty days after acquiring knowledge by written notice of such assignment; provided, however, failure on the part of the LANDLORD to take any action within said sixty-day period shall not be deemed to release the TENANT from primary liability under the terms of this lease.

TENANT or its assignees shall have and is hereby given, the unqualified right and privilege at its option of subletting the demised premises, in whole or in part, subject to all of the rents, terms and conditions of this lease. It is specifically understood and agreed by and between LANDLORD and TENANT that any subletting which TENANT or its assignees make, as permitted herein, shall in no event relieve TENANT of the obligations of TENANT hereunder, and that the right of subletting shall be that of TENANT or its assignees only, and shall not extend to any subtenant.

11. TAXES. TENANT shall pay or cause to be paid before delinquency all taxes, assessments, or charges and in such event shall indemnify and hold LANDLORD harmless from any cost, expense or penalties in connection therewith. LANDLORD shall authorize and instruct the assessing and taxing authorities to forward all such tax bills to TENANT. TENANT shall furnish LANDLORD with proof of payment of taxes within thirty (30) days after the taxes

are paid.

12. DEFAULT. If TENANT shall fail to make any payment of rent, or of taxes, interest on taxes, or insurance premiums, within ten (10) days after same shall be due under the provisions of this lease, the TENANT shall be considered in default. In such an event, the payment of rent shall be subject to a five per cent (5%) late charge, which sum shall be considered as additional rent due for the month during which said default occurred. In the event of the TENANT's failure to pay the rent (including the late charge), or the taxes, the interest on taxes, or insurance premiums required of it, for a period of thirty (30) days, the LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. With regard to any default other than arising from the failure of tenant to pay rent, taxes, interest on taxes, or insurance premiums, the TENANT shall have thirty (30) days after receipt of written notice from LANDLORD to cure said default, or a reasonable time after receipt of such notice if such default could not be cured within thirty (30) days by TENANT's diligent efforts. In the event of TENANT's failure to cure said default within the time provided, LANDLORD may, at his option, accelerate and declare immediately due and owing the entire balance of the rent to be paid under this lease for the remainder of the twenty year term. Also, in the event of the TENANT's failure to cure any of the defaults hereinbefore provided, within the time hereinbefore provided, LANDLORD may, at its option, at any time thereafter during the continuance of such default, declare this lease terminated, re-enter and take possession of the premises pursuant to applicable provisions of

002552

law.

Should LANDLORD be required to enforce the provisions of this lease against TENANT in any judicial proceedings, or to retain the services of an attorney in connection with the enforcement of LANDLORD's rights hereunder, or in the event LANDLORD shall terminate this lease for any breach, in addition to any other remedies LANDLORD may have, LANDLORD may recover from TENANT all the damages LANDLORD may incur by reason of such breach, including reasonable attorney's fees and cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.

LANDLORD agrees that if LANDLORD fails to pay any installment of taxes, or assessments (other than provided for herein to be paid by TENANT) or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the premises and to which this lease may be subordinate when any of the same become due, or in any other respect fails to perform any covenant or agreements in this lease contained on the part of LANDLORD to be performed, then and in any such event or events, TENANT, after the continuance of any such failure or default for thirty (30) days after notice in writing thereof is given by TENANT to LANDLORD, may pay said interest, principal, costs, and other charges and cure such defaults all on behalf of and at the expense of

002553

LANDLORD and make all necessary payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have been brought, the LANDLORD agrees to pay to TENANT forthwith the amount so paid by TENANT, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law, and agrees that tenant may withhold any and all rental payments and other payments thereaftar becoming due to LANDLORD pursuant to the provisions of this lease or any extension thereof, and may apply the same to payment of such indebtedness of LANDLORD to TENANT until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude TENANT from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof, there shall be any sums owing by LANDLORD to TENANT, this lease may at the election of TENANT be extended and continued in full force and effect until March 31st of the year following the date when the indebtedness of LANDLORD to TENANT shall have been fully paid.

The TENANT agrees that if TENANT fails to pay any taxes or assessments required to be paid by the TENANT under any provisions of this lease, or the TENANT shall fail to maintain the interior or exterior of the premises as required by this lease, LANDLORD may pay such tax or assessment, and pay for the proper maintenance and repair of the premises, and make all necessary

002554

payments in connection therewith including but not limiting the same to payment of any reasonable counsel fees, costs and charges of or in connection with any legal action which may have to be brought, and TENANT agrees to pay to LANDLORD, as additional rent, all such amounts so paid by LANDLORD, together with interest thereon at a rate which is one-half of one per cent per annum above the prime rate but in no event higher than the maximum rate allowed by applicable law; provided, however, that with regard to the maintenance and repair of the building, LANDLORD shall not make any payments in connection therewith until after the continuation of TENANT's failure or default for thirty (30) days after notice in writing thereof is given by LANDLORD to TENANT, except in the case of emergency repairs which may be necessary to temporarily preserve the premises after any serious casualty or act of God.

13. NON-DEFAULT OF TENANT. It is understood and agreed that LANDLORD may transfer title to the premises described in EXHIBIT A, subject to the terms and conditions provided herein; provided, that in the event of any change in or transfer of title of LANDLORD in or to the demised premises, or any part thereof, whether voluntary or involuntary, or by the act of LANDLORD or by operation of law, TENANT shall be under no obligation to pay rents thereafter accruing until notified in writing by LANDLORD, his heirs, executors, administrators or successors or assigns, of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be in any sense a default upon

the part of TENANT.

14. UTILITIES. TENANT shall pay directly to the applicable company the cost of all utilities consumed on the premises, including but not limited to power, electricity, gas, water, and telephone. In the event the TENANT shall request the LANDLORD to convey any utility easements reasonably required in connection with TENANT's operation of the BUSINESS from the premises, LANDLORD shall notify TENANT of his decision concerning said request within thirty (30) days after LANDLORD shall receive such request, in writing, from TENANT, and LANDLORD will not unreasonably withhold his consent to any such request. In the event LANDLORD shall fail to notify TENANT within thirty (30) days of his answer to said request, and only in that event, LANDLORD hereby appoints TENANT his attorney in fact to execute any and all documents required to convey required utility easements in, on, under and over the premises in all manners permitted by this lease and further agrees to cooperate with TENANT and execute those documents required to be executed by LANDLORD to obtain such utility easements.

15. INSURANCE WAIVER. LANDLORD hereby expressly waives any and all claims against TENANT for loss and/or damage arising or resulting from the occupancy of the demised premises and/or from any operation conducted therein or thereabouts caused by fire and/or other perils insured under standard form fire insurance policies with extended coverage endorsements regardless of the cause of such damage, including damage resulting from the negligence of TENANT or its agents, servants, employees or invitees;

002556

provided, however, the aforedescribed waiver by the LANDLORD shall occur only to the extent that any such damage and loss shall be paid by the insurance company that shall have issued said insurance policies.

16. INSURANCE. TENANT will, at TENANT's own cost and expense, carry and maintain fire insurance with extended coverage endorsement and flood insurance, if available, for the benefit of LANDLORD and TENANT on all buildings erected upon the premises in an amount equal to one hundred per cent (100%) of the full insurable value thereof, excluding foundation and excavation costs. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by TENANT in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to LANDLORD, LANDLORD's Lender, if any, and TENANT as their respective interest may appear. The initial policies or certificates evidencing said insurance shall be delivered to the LANDLORD within thirty (30) days of the signing of the lease, and any replacements therefor shall be delivered at least ten (10) days prior to expiration of termination of any coverage then in force. In the event such insurance shall not be provided LANDLORD as hereinbefore provided, the LANDLORD shall have the option of purchasing same and the cost, plus interest at the maximum legal rate, shall be due from TENANT as additional rent on the first day of the month next following such purchase.

002557

TENANT may, at its option, bring its obligations to insure this section within the coverage of any so-called blanket policy or policies of insurance which TENANT may now or hereafter carry,

by appropriate amendment, rider endorsement, or otherwise, provided, however, that the interest of LANDLORD shall thereby be as fully protected as they would be otherwise if this option to TENANT to use blanket policies were not permitted. Copies of certificates of any such policies shall be delivered to LANDLORD within thirty (30) days after the commencement of this lease. All such policies shall contain a clause or endorsement to the effect that it may not be terminated or materially amended except by compliance with New York law, after written notice to the LANDLORD.

All such policies and certificates shall be issued by insurance companies that shall be acceptable to both LANDLORD and to any lending institution that shall hold or accept a mortgage on the premises; provided, however, LANDLORD agrees that he will not unreasonably withhold his approval of any insurance company designated by TENANT. All such policies and certificates shall be issued by insurance companies that shall either be licensed to do business in the state where the premises are located, or that shall provide the LANDLORD with a legally binding undertaking granting the LANDLORD the option of filing any suit under the policy in the State of New York.

17. DESTRUCTION OF BUILDING. If the building on said premises shall be damaged or rendered untenantable by fire or other casualty or as a result of any act of God, TENANT shall repair or replace said building so that TENANT may continue in occupancy. There shall be no abatement in rent, nor any reduction in rent, during the period of time that the premises shall be damaged or rendered untenantable. TENANT shall have the access to any

002558

insurance proceeds available by reason of such damage or destruction to the building. It is further understood and agreed that in case of any damage or destruction occurring during the last five (5) years of the original term of this lease, or during any extension of the term, to the extent of fifty per cent (50%) or more of the insurable value of the building, TENANT may at TENANT's option, to be evidenced by notice in writing given to LANDLORD within thirty (30) days after the occurrence of such damage or destruction, in lieu of repairing or replacing said building, elect to terminate this lease as of the date of the damage or destruction, in which event LANDLORD shall be entitled to receive the proceeds of any insurance representing the insured value of the building exclusive of any such proceeds which are attributable to the furniture, fixtures and equipment of TENANT referred to in section 22 below, which such latter proceeds shall belong to TENANT. In the event the TENANT shall elect to terminate the lease during the last five (5) years as a result of damage or destruction as hereinabove provided, and in the further event that the insurance proceeds shall be insufficient to fully repair said damage or to replace said building, then TENANT shall, as an additional condition to its right to terminate the lease, pay to LANDLORD the difference between the insurance proceeds and said cost of repairing or replacing the building.

18. CONDEMNATION. If all of the premises shall be taken or condemned for a public or quasi-public use, this lease shall terminate as of the date that possession shall vest in the

002559

condemnor. In the event of such termination, both parties shall be released from any and all further obligation hereunder, and all of the proceeds paid by the condemning authority for the taking shall be the property of the LANDLORD.

If any part of the premises, but less than all, shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is reasonably suitable for the use of the premises made by TENANT immediately prior to such condemnation, this lease shall continue in full force and effect for the balance of the term thereof; provided, however, that the annual rental paid by the TENANT shall be reduced by an amount equal to twelve (12%) per cent of the net proceeds received by the LANDLORD from the condemning authority for the taking, said net proceeds to be the amount paid by the condemning authority less attorney's fees, costs and expenses incurred by LANDLORD in connection therewith.

In the event so much of the premises is taken or condemned that, in the reasonable judgment of TENANT, the aforesaid use by TENANT shall be substantially impaired, then the TENANT shall have the option of either:

a. Continuing the lease upon the reduced rental formula provided for above; or

b. Terminating the lease by purchasing in fee simple title to the premises from the LANDLORD for the sum of Two Hundred Fifty One Thousand Eight Hundred Sixty ($251,860.00) Dollars for the premises at 4340 Boston Post Road, Bronx, New York, described in EXHIBIT A attached hereto.

002560

The TENANT shall have thirty (30) days from the date that possession shall vest in the condemnor within which to exercise the above options. In the event that TENANT shall fail to give LANDLORD written notice of its intention within said thirty (30) day period, then the TENANT shall be conclusively presumed to have designated the option contained in subparagraph a. above, it shall accompany said notice with a deposit equal to ten per cent (10%) of the purchase price, and shall within thirty (30) days thereafter pay the balance of the purchase price, less any mortgage which may then encumber the premises, to the LANDLORD in cash. The LANDLORD shall convey good and marketable title to the TENANT subject only to:

(1) The unpaid principal balance of any mortgage for which the TENANT shall receive credit against the purchase price; and

(2) Any other conditions of title which existed at the time LANDLORD acquired title, or were subsequently caused by or consented to by the TENANT.

19. SHORT FORM LEASE. Simultaneously with the execution and acknowledgment of this lease, the parties shall execute a "short form" lease for recording purposes. In no event shall such "short form" set forth the rental or other charges payable by the TENANT under this lease, and such "short form" shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms

002561

and conditions of this lease. In the event that LANDLORD or TENANT shall terminate and cancel this lease pursuant to the provisions contained herein for any cause other than LANDLORD's breach thereof, TENANT shall prepare, execute, and deliver to LANDLORD a release and cancellation of this lease.

20. SUBORDINATION. TENANT agrees upon request of LANDLORD to subordinate this lease and its rights hereunder to the lien of any mortgage, dead of trust or other voluntary hypothecation charged against the premises or any land, building or improvements included therein, or of which the premises are a part, or any portion or portions thereof, which mortgage, deed of trust or other voluntary hypothecation is to be recorded. TENANT further agrees to execute at any time and from time to time such documents as may be required to effectuate such subordination; provided, however, that TENANT shall not be required to effectuate such subordination or other documents hypothecating any interest in the premises unless the mortgagee, or hypothecary creditor named in such mortgage shall first agree in writing that so long as TENANT is not in default of any of the terms, covenants or conditions of this lease, neither this lease nor any of the rights of TENANT hereunder shall be terminated or modified or be subject to termination or modification by virtue of any provision of such mortgage, or other hypothecation, or any sale of the premises upon foreclosure or other exercise of remedies by such mortgagee, beneficiary or hypothecary creditor.

21. ALTERATIONS AND IMPROVEMENTS. TENANT may, provided the value of the premises is not thereby impaired, at its option, make improvements of the premises or may install or replace

002562

equipment, lighting, partitioning or furnishings within the premises at its sole cost and expense as may be required by the business conducted therein. All furniture and equipment other than air conditioning, heating and lighting systems so installed shall remain the property of TENANT and may be removed from the premises at any time during the term or at the termination of TENANT's occupancy hereunder, provided that the lease shall not be in default, and provided that any damage caused by such removal shall be repaired by TENANT. TENANT may elect not to remove any or all of such equipment and furnishings in which case the same shall become the property of LANDLORD upon TENANT's surrender of the premises. TENANT agrees that any and all alterations or additions shall be made in compliance with the building codes and ordinances, laws and regulations applicable to the premises; provided, however, there shall be no structural changes to the building without the LANDLORD's consent, which consent will not be unreasonably withheld. Should a building permit or other permit be required by TENANT to accomplish said improvements, LANDLORD will not unreasonably refuse to execute all documents required to obtain said permits including dedication documents if such are required to obtain said permits.

22. PERSONAL PROPERTY. It is agreed that all furniture, fixtures and equipment installed by TENANT in the premises shall at all times be and remain personal property, regardless of the method in which the same is affixed to the premises and may be removed by TENANT at the expiration or sooner termination of this

002563

lease; provided this lease shall not then be in default. TENANT shall, at its expense, repair any damage to the building caused by such removal. It is agreed that the air conditioning, heating and lighting systems contained in the building may not be removed unless they are replaced with better systems, and all such systems when installed in the building shall, upon the termination of this lease, became the property of the LANDLORD.

The LANDLORD is hereby granted a lien on all of the personal property of the TENANT in the building, which lien is given to secure the performance by the TENANT of all of its obligations hereunder. The LANDLORD agrees to subordinate his lien once on each item of furniture, fixtures and equipment installed on the premises by the TENANT, said subordination to be given at the time of the initial purchase of any item of furniture, fixtures and equipment, or subsequent to its initial purchase, but in any event such subordination shall be given only once on any individual item of personal property. Further, no such subordination shall be given with regard to the air conditioning, heating and lighting systems installed in the building. Further, any such subordination shall be conditioned upon the party to whom said subordination is given agreeing to repair any damage which may be caused to the premises upon the removal of said personal property by said third party. LANDLORD shall execute any waivers, consents, or other documents reasonably required by TENANT or any third party to effectuate the terms of this section.

002564

23. COVENANT OF QUIET ENJOYMENT. LANDLORD covenants and agrees to and with TENANT that at all times when TENANT is not in default under this lease and during the term of this lease, TENANT's quiet and peaceable enjoyment of the premises shall not be disturbed or interfered with by LANDLORD or any person claiming by, through or under LANDLORD.

24. SIGNS. TENANT may affix, erect and maintain on the premises such signs or advertisements as TENANT shall deem reasonably necessary to the conduct of its business; provided, however, that the cost of erection and maintenance of any such sign or advertisement shall be the responsibility of TENANT.

At the expiration or termination of this lease, and provided this lease shall not then be in default, TENANT may, at its option, remove all signs and other identifying logos from the premises and repaint the building with colors selected by the LANDLORD so as to eliminate TENANT's distinctive color combinations. Provided the lease shall not be in default, LANDLORD shall not thereafter permit such distinctive colors or color combinations, signs or other identifying marks, to be used on the premises. Any such removal of signs and other identifying marks from the premises and repainting of the building shall be done within ten (10) days after the termination of the lease.

25. HOLDING OVER. Any holding over by TENANT after expiration of the term hereof or any extension thereof shall be construed as a tenancy from month to month, subject to all the conditions of this lease and at the rental rate effective as of the last month

002565

of the term expired. Either party may terminate such month to month tenancy by giving to the other thirty (30) days written notice of its intent to terminate.

26. SURRENDER. In the event of the return of the premises to the LANDLORD in a damaged condition as a result of a casualty or act of God, the damage shall be repaired by the TENANT or the cost thereof paid by the TENANT and its insurer as provided in Section 17 hereof.

27. RIGHTS OF PARTIES. Either LANDLORD or TENANT may from time to time at its option exercise all rights or remedies which either may have at law or in equity and nothing herein contained shall be construed as in any way abridging or waiving such rights or remedies; and any consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this lease, or as to any breach or default hereunder by the other party hereof, shall not constitute or be construed as a waiver of the former party's right to enforce performance of the conditions and terms hereof at all other times.

28. NOTICES. Any written notice provided to be given under this lease to LANDLORD shall be given to LANDLORD at the above address and any notice given to TENANT shall be addressed to TENANT at TENANT's office and principal place of business. Such notice shall be given by United States mail, certified or registered return receipt requested, properly addressed and postage prepaid. The address of either party may be changed by written notice to the other.

29. CONTEST OF LIENS AND ENCUMBRANCES BY TENANT. TENANT shall

002566

have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanic's, laborer's, or materialmen's lien or other claimed lien or encumbrance. Such contest shall be made in the manner and subject to all the terms and conditions set forth in Section 11 (Taxes) as though such contest were a contest of the validity or amo9nt of a payment of additional rent.

30. BINDING FUTURE PARTIES. Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.

31. CONSTRUCTION OF WORDS. Wherever the singular number is used herein, the same may include the plural if the contest so requires, and any gender used herein may likewise include any other gender.

32. SECTION HEADINGS. Section headings contained herein shall in no way limit or restrict the interpretation to be placed upon any word or phrase following each heading.

33. NO ORAL MODIFICATION. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

002567

34. MAINTENANCE. TENANT shall keep the interior and exterior of the buildings and appurtenances, along with the parking lot and grounds, which are a part of the demised premises, in good repair and condition, clear of ice and snow or any other slippery substances, at TENANT's sole cost and expense throughout the term of this lease.

35. CONDITIONAL LIMITATIONS. Each covenant of LANDLORD shall be a condition to the performance of TENANT's obligations hereunder. Each covenant of TENANT shall be a condition to the performance of LANDLORD's obligations hereunder.

36. NET LEASE. It is the intention of the parties that this lease shall be a "net lease" to the LANDLORD, and that any and all expenses incurred in the maintenance, repair and operation of the premises as a pancake house or restaurant or for any other purpose, shall be paid by TENANT.

IN WITNESS WHEREOF, the parties have duly executed this lease the day and year first above written. Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

LANDLORD

By Michael A. Abatuno, Trustee
Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the Crepe Trust

TENANT

INTERNATIONAL INDUSTRIES, INC., a Delaware corporation

By E H Kea VP
Title

(corporate seal)

Attest: Stephen F. Hinn Asst Sec
Title

002568

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF THE CLERK OF THE SUPERIOR COURT

PROVIDENCE, SC. PROVIDENCE, August 11 A. D. 19 72

I, S. Albert Iodice *Clerk of the* SUPERIOR COURT *of said State for the Counties of Providence and Bristol, the same being a Court of Record and having by law a seal,*

DO HEREBY CERTIFY, that Alfred G. Thibodeau *whose name is subscribed to the annexed certificate was at the time of signing said certificate a NOTARY PUBLIC in and for said State of Rhode Island duly appointed and qualified, and authorized to administer oaths and take depositions and to take the acknowledgment or proof of deeds or conveyances of lands, tenements or hereditaments lying in said State and which deed or conveyances are to be recorded in said State; that I am well acquainted with the handwriting of said* Alfred G. Thibodeau *and verily believe that the signature to the said Certificate, purporting to be his, is genuine; that the laws of said State do not require the use of a seal by a notary and no copy of a notary's seal is on file or required to be on file in this office.*

In attestation whereof, *I hereunto subscribe my name, and affix the seal of said Court, the day and year above written*

S. Albert Iodice Clerk.

S-166

STATE OF CALIFORNIA
County of Los Angeles (General)

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles, which Court is a Court of Record,

having by law a seal, do hereby certify that Shirley A. Sperling

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the principal place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at Los Angeles, Calif. AUG 14 1972 19

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court of California, County of Los Angeles.

By D. Wrencut, Deputy

78C3339-Calb 12-71

002569

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the Crepe Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1972.

Notary Public
My commission expires: June 30, 1976

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. H. Bonik as Vice President of INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, to me well known to be the person described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of August, 1972.

Notary Public
My commission expires: 6-6-76

002570

COLLATERAL ASSIGNMENT OF RENTS

THIS ASSIGNMENT, made this 15th day of December, 1972, by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as the ASSIGNOR and MICHAEL A. ABATUNO, Trustee under an indenture of trust dated February 28, 1972, as amended, called the CREPE TRUST, hereinafter referred to as ASSIGNEE,

W I T N E S S E T H:

WHEREAS, ASSIGNEE is the fee owner of the premises including the land and the building located thereon, situate partly in the Borough and County of the Bronx, City and State of New York, and partly in the Village of Pelham Manor, Town of Pelham, County of Westchester, and State of New York, and more particularly described in Exhibit A which is attached hereto and made a part hereof as if fully set forth herein, and ASSIGNOR is the owner of the Lessor's interest in that certain sublease dated October 18, 1968 by and between ASSIGNOR and ARELESS OPERATING CORP. hereinafter referred to as the IHOP Lease a copy of which lease is attached hereto as Exhibit B; and

WHEREAS, ASSIGNEE has leased the above-described premises to ASSIGNOR by a lease of even date herewith, hereinafter referred to as the REAL ESTATE MASTER LEASE and ASSIGNEE has assigned the lessor's interest in said IHOP Lease to ASSIGNOR by an instrument of even date herewith; and

WHEREAS, ASSIGNEE, as a condition to entering into the REAL ESTATE MASTER LEASE and the assignment of Lessor's interest of the IHOP Lease, has required this assignment as additional security for the full performance of the terms and conditions of said REAL ESTATE MASTER LEASE.

00259

NOW,THEREFORE, in consideration of the foregoing and of the sum of One ($1.00) Dollar and other good and valuable consideration paid by said ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and set over unto said ASSIGNEE all of the rent, issues and profits which shall accrue and be owing to ASSIGNOR from the lessee of the IHOP Lease or from any other lease or Agreement hereinafter entered into in respect of the premises described in Exhibit A, as additional security for the full performance by ASSIGNOR of all of the terms and conditions to be by it fully performed under the REAL ESTATE MASTER LEASE.

It is mutually agreed that so long as ASSIGNOR is not in default of its obligations under the REAL ESTATE MASTER LEASE, ASSIGNOR shall have the right to collect, but not prior to accrual all rents and profits from the lessee of the IHOP Lease and all others that may be in possession of all or any part of the premises under the authority of ASSIGNOR.

In the event such default does exist, ASSIGNEE shall have the right, without notice to ASSIGNOR and without regard to the sufficiency of any other security, and without first attempting to realize upon any other security, to collect directly from any lessee of the IHOP Lease, or from any other lease or agreement hereinafter entered into in respect of the premises described in Exhibit A, all rents and moneys owing or accruing for the use or occupation of said premises or any part thereof and to apply any funds so collected first to its expenses, including reasonable attorney's fees, in making such collection, and to apply the remainder in satisfaction of the ASSIGNOR's obligations under the REAL ESTATE MASTER LEASE, and any such rents or moneys collected

by ASSIGNOR, from and after the date of said default, shall be received, collected and held by it, as Trustee, for the account of ASSIGNOR.

This assignment shall inure to the benefit of ASSIGNEE, its successors and assigns and bind ASSIGNOR, its successors and assigns.

IN WITNESS WHEREOF, INTERNATIONAL INDUSTRIES, INC. has caused this assignment to be executed the day and year first above written.

INTERNATIONAL INDUSTRIES, INC.

In the presence of:

By E H Rea VP
Title

Michael A. Abatuno, Trustee
Michael A. Abatuno, Trustee u/i/t dated February 28, 1972, as amended, called the CREPE TRUST

002593

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the Crepe Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1972.

Notary Public
My commission expires: Jan 30, 1976

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. H. Marsh as Vice President of INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, to me well known to be the person described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of August, 1972.

Notary Public
My commission expires: 6-6-76

002594

ABATUNO, CHISHOLM & RODIO
ATTORNEYS AT LAW
806 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU

ORLANDO RODIO
OF COUNSEL

TELEPHONE
831-8500
AREA CODE 401

December 11, 1972

Rhode Island Hospital Trust National Bank
15 Westminster Street
Providence, Rhode Island

RE: CREED TRUST
Savings Account No. 986-22951-8

Gentlemen:

This letter is written with reference to the mortgage loan in the original principal amount of $242,000 evidenced by my promissory note payable to your order of even date herewith and savings account no. 986-22951-8 standing in the name of the undersigned, which was opened for the purpose of serving as a depository of rentals from the mortgaged premises and from which, under the terms of the loan, you will be entitled to deduct all payments required by the provisions of the note and the mortgage as they become due.

In consideration of the making of said loan and in order to carry out the agreement between us with reference thereto, the undersigned does hereby grant to you and your successors and assigns as holder of said mortgage and note an irrevocable right and power coupled with an interest to charge to said savings account and to withdraw from the same at any time and from time to time any sums which under the provisions of the note, mortgage and other loan documents are due and payable to you, without prior notice to the undersigned.

And the undersigned does hereby further agree that all rentals and other payments due and to become due from any lessee, tenant or occupant of the mortgaged premises assigned to you by instrument of even date which are received by the undersigned will be deposited in said savings account promptly after receipt by the undersigned.

Very truly yours,

Michael A. Abatuno, Trustee

MICHAEL A. ABATUNO, Trustee
of the CREED TRUST dated
February 28, 1972, as amended

MAA/js

002604

July 26, 1972

Michael A. Abatuno, Esq.
Abatuno, Chisholm & Rodio
306 Industrial Bank Building
Providence, Rhode Island

Re: Michael A. Abatuno, Trustee

Dear Mr. Abatuno:

Pursuant to a conversation held July 24, 1972 between Robert W. Radway and myself, representatives of the Rhode Island Hospital Trust National Bank, (Bank) and you as legal counsel representing a Trust for clients of yours, known to us (husband and wife), the following commitment by the Bank to grant a loan to the Trust under the below terms and conditions is given:

Amount: $242,000.
Term: 15 years maximum
Rate: 8%
Payments: $2,312.67 monthly
Security: a) land and building presently occupied by an International House of Pancakes restaurant located on Route 1 in Pelham, N. Y.

b) assignment of a twenty year net lease between the Trust as landlord and International Industries, Inc., as Tenant.

c) assignment to us of all rents from the franchisee (sublessee) to International Industries, Inc.

d) the personal guarantee of your clients.

Other Provisions:

a) prepayment allowable in multiples of $1,000. at any time, said amounts to be applied to principal installments of the most remote maturity.

b) Title insurance in favor of the Bank in an amount equal to at least the principal amount of the loan at the borrower's expense.

c) Fire and public liability insurance coverage in amounts and of type acceptable to the Bank with the Bank named as loss payee.

d) annual audited statements of International Industries, Inc. plus copies of any financial information required under the terms of the lease between either International Industries, Inc. and the Trust or International Industries, Inc. and the franchisee.

e) legal documents to be prepared by the law firm of Abatuno, Chisholm & Rodio at the borrower's expense subject to review and approval by the Bank's counsel Tillinghast, Collins & Graham. Expense for this review to be shared equally by the Bank and the Trust.

f) Any taxes, fees or other expenses relating to mortgage closing, recording, etc. to be borne by the Trust.

g) an appraisal (independently written) of the property to be made available to the Bank prior to closing of the loan.

This Bank understands that the Trustee will provide for review by Bank's counsel a copy of the Trust Agreement and amendment covering the proposed transaction which will authorize all terms and conditions as described herein. This Bank agrees to an agreement exonerating Michael Abatuno from any personal liability in the proposed transaction. This Bank further agrees to the request of International Industries, Inc. for a "non disturbance and attornment" agreement, subject to review and approval by Bank counsel. Finally it is agreed that a savings account will be opened with the Bank into which the Trustee will deposit within five days of receipt all lease payments from International Industries, Inc. and which the Bank will be authorized in writing to charge for payments due under the mortgage as they come due.

I have spoken with Richard Staples of Tillinghast, Collins & Graham today and he is awaiting copies of the proposed documentation. If there should be any questions that come up in your conversations please let me know so I may expedite the matter.

Very truly yours,

AMA

Alden M. Anderson
Assistant Vice President

clm

5. Federal Reserve Bank interest rates

A. Loans to member banks under sections 13 and 13a[1]

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
1969—In effect December 31	6	6	6	6	6	6	6	6	6	6	6	6
1970—November	(11) 5½	(13) 5½	(16) 5½	(13) 5½	(11) 5½	(11) 5½	(13) 5½	(10) 5½	(11) 5½	(13) 5½	(13) 5½	(11) 5½
December	(1) 5½	(4) 5½	(4) 5½	(1) 5½	(11) 5½	(1) 5½	(11) 5½	(11) 5½	(1) 5½	(10) 5½	(1) 5½	(4) 5½
1971—January	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(11) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(15) 5¼	(8) 5¼
January	(19) 5	(22) 5	(19) 5	(19) 5	(29) 5	(19) 5	(21) 5	(29) 5	(19) 5	(29) 5	(19) 5	(22) 5
February	(13) 4½	(19) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½	(13) 4½
July	(19) 5	(16) 5	(16) 5	(23) 5	(23) 5	(19) 5	(23) 5	(16) 5	(19) 5	(23) 5	(23) 5	(16) 5
November	(11) 4½	(19) 4½	(11) 4½	(11) 4½	(12) 4½	(15) 4½	(12) 4½	(11) 4½	(11) 4½	(12) 4½	(11) 4½	(11) 4½
December	(13) 4½	(17) 4½	(17) 4½	(17) 4½	(24) 4½	(23) 4½	(17) 4½	(13) 4½	(23) 4½	(13) 4½	(24) 4½	(13) 4½
1973—January	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5	(15) 5
February	(28) 5½	(26) 5½	(26) 5½	(27) 5½	(27) 5½	(27) 5½	(27) 5½	(26) 5½	(27) 5½	(26) 5½	(27) 5½	
March												(2) 5½
April			(23) 5¾	(23) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(27) 5¾	(23) 5¾	(23) 5¾	(27) 5¾	(23) 5¾
May	(1) 5¾	(4) 5¾										
May	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(11) 6	(18) 6	(11) 6	(11) 6
June	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(12) 6½	(11) 6½	(11) 6½	(11) 6½	(11) 6½	(15) 6½	(11) 6½	(11) 6½
July	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7	(2) 7
August	(23) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(16) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½	(14) 7½
1974—April	(30) 8	(25) 8	(25) 8	(25) 8	(25) 8	(29) 8	(26) 8	(26) 8	(26) 8	(25) 8	(25) 8	(25) 8
December	(10) 7¾	(9) 7¾	(9) 7¾	(13) 7¾	(10) 7¾	(16) 7¾	(10) 7¾	(13) 7¾	(13) 7¾	(13) 7¾	(10) 7¾	(11) 7¾
1975—January	(6) 7¼	(10) 7¼	(6) 7¼	(6) 7¼	(6) 7¼	(13) 7¼	(10) 7¼	(10) 7¼	(10) 7¼	(24) 7¼	(6) 7¼	(6) 7¼
February	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(5) 6¾	(6) 6¾	(6) 6¾	(5) 6¾	(6) 6¾	(5) 6¾	(5) 6¾
March	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(10) 6¼	(14) 6¼	(10) 6¼	(10) 6¼	(14) 6¼	(10) 6¼
May	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(16) 6	(23) 6	(16) 6	(16) 6	(16) 6
1976—January	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½	(23) 5½	(19) 5½	(19) 5½	(19) 5½	(19) 5½
November	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(26) 5¼	(22) 5¼	(22) 5¼	(22) 5¼	(22) 5¼
1977—August		(31) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾	(30) 5¾		
September	(2) 5¾										(2) 5¾	(2) 5¾
October	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6	(26) 6
1978—January	(10) 6½	(9) 6½	(20) 6½	(20) 6½	(13) 6½	(16) 6½	(9) 6½	(13) 6½	(10) 6½	(10) 6½	(13) 6½	(13) 6½
May	(12) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(11) 7	(12) 7	(11) 7
July	(3) 7¼	(3) 7½	(7) 7¼	(3) 7½	(3) 7¼	(10) 7½	(3) 7¼	(3) 7¼	(3) 7¼	(7) 7½	(3) 7¼	(3) 7½
August	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾	(21) 7¾
September	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8	(22) 8
October	(16) 8½	(16) 8½	(20) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½	(16) 8½
November	(2) 9½	(1) 9½	(2) 9½	(2) 9½	(2) 9½	(3) 9½	(2) 9½	(2) 9½	(1) 9½	(2) 9½	(2) 9½	(2) 9½
1979—July	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10	(20)10
August	(20)10½	(17)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½	(17)10½	(17)10½	(17)10½	(20)10½	(20)10½
September	(19)11	(19)11	(21)11	(19)11	(19)11	(19)11	(19)11	(19)11	(19)11	(20)11	(19)11	(19)11
October	(10)12	(8)12	(8)12	(8)12	(8)12	(9)12	(9)12	(8)12	(8)12	(9)12	(9)12	(8)12
In effect December 31	12	12	12	12	12	12	12	12	12	12	12	12

B. Loans to member banks under section 10(b)

Percent per annum. Figures in parentheses indicate day of month new rate became effective.

Year and month	Boston	New York	Philadelphia	Cleveland	Richmond	Atlanta	Chicago	St. Louis	Minneapolis	Kansas City	Dallas	San Francisco
	Regular rate[1]											
1969—In effect December 31	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½	6½
1970—November	(11) 6¼	(13) 6¼	(16) 6¼	(13) 6¼	(11) 6¼	(11) 6¼	(13) 6¼	(10) 6¼	(11) 6¼	(13) 6¼	(13) 6¼	(11) 6¼
December	(1) 6	(4) 6	(4) 6	(1) 6	(11) 6	(1) 6	(11) 6	(11) 6	(1) 6	(10) 6	(1) 6	(4) 6
1971—January	(8) 5½	(8) 5½	(8) 5½	(8) 5½	(8) 5¼	(11) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(8) 5¼	(15) 5½	(8) 5¼
January	(19) 5½	(22) 5½	(19) 5½	(19) 5½	(29) 5½	(19) 5½	(21) 5½	(29) 5½	(19) 5½	(29) 5½	(19) 5½	(22) 5½
February	(13) 5¼	(19) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼	(13) 5¼
July	(19) 5½	(16) 5½	(16) 5½	(23) 5½	(23) 5½	(19) 5½	(23) 5½	(16) 5½	(19) 5½	(23) 5½	(23) 5½	(16) 5½
November	(11) 5¼	(19) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(15) 5¼	(12) 5¼	(11) 5¼	(11) 5¼	(12) 5¼	(11) 5¼	(11) 5¼
December	(13) 5	(17) 5	(17) 5	(17) 5	(24) 5	(23) 5	(17) 5	(13) 5	(23) 5	(13) 5	(24) 5	(13) 5

Adler Pollock & Sheehan Incorporated
2500 Hospital Trust Tower
Providence, Rhode Island 02903
Telephone 401/274-7200
Telex 927681

ADLER POLLOCK & SHEEHAN

June 11, 1986

ATTORNEYS AT LAW

Michael R. Mitchell, Esq.
Counsel to the United States
House of Representatives
Committee on Standards of Official Conduct
4929 Wilshire Boulevard
Suite 910
Los Angeles, CA 90010

Dear Mr. Mitchell:

This has reference to your letter of May 5, 1986 and our conference of June 4, 1986 in respect of the request for certain information regarding a loan made by our client, Rhode Island Hospital Trust National Bank to an entity entitled The Crepe Trust which loan was guaranteed by Congressman Fernand St. Germain.

This letter responds to the initial information request as clarified and modified during the discussion with you on June 4.

1. Enclosed, in Folder 1, is a copy of a letter dated March 31, 1986 to Brian P. Murphy, Esquire, counsel for Congressman St. Germain together with photocopies of all the documents which were provided to Mr. Murphy at that time. This letter is responsive to certain questions which you asked at our conference as well as to many of the documents referred to at our discussion.

2. You have inquired, on June 4, as to whether the loan in question was, at one or another time, rewritten. The records confirm that the interest rate was increased effective December 21, 1977 to 8¼% and concurrently the term was extended from 15 years to 20 years. No record

ADLER POLLOCK & SHEEHAN

of loan committee action has been found nor would that necessarily be expected since no new funds were involved. Enclosed in Folder 2 is (a) copy of modification agreement dated December 21, 1977 and (b) correspondence between the Bank and the Congressman dated November 8, 1977 and January 10, 1978.

3. At our discussion on June 4, you raised several questions concerning the transaction and Bank records which are responded to as follows:

(a) No amortization schedule was generated since the date of the loan. Moreover, it was not the custom or practice at the time of the loan, nor at this time, for an amortization schedule to be generated. (Affidavit in Folder No. 3.)

(b) The Bank did not send out personnel to appraise the property at the time of the loan. There was not a policy for appraisals, either internal or external, for a loan of this type outside the Rhode Island and contiguous area. An internal credit memo was prepared in July of 1972 which valued the transaction using a capitalization rate of 10% for a value of $300,000. In addition, on July 3, 1975, an examination was made through an MAI appraiser in New York from which a fair market value on July 1, 1975 of $270,000 was determined. Copies of these documents are enclosed in Folder No. 5.

(c) The Bank was, since 1971, directly or indirectly subject to regulation by the Federal Reserve and the Comptroller of the Currency;

(d) The Bank formed a PAC, effective February, 1979. Its name is RIHT Financial Governmental Fund. Its address is One Hospital Trust Plaza, Providence, RI 02903;

(e) The Bank does not have a copy of the Hallwell Release signed by Hallwell;

(f) The Congressman was not retained as a lobbyist on behalf of the Bank and there is no correspondence on such matter.

ADLER POLLOCK & SHEEHAN

(g) A diligent search has been made of Bank records and no copy of a loan application has been found. It would not have been the policy to require a loan application signed by the borrower for a commercial loan. See Affidavit attached; (Folder No. 3)

(h) "Comparable Loans". You advised that the request for information on comparable loans is subjective and not susceptible of precise definition. Without making an effort to determine comparability, an examination has been made of Bank records to the extent that the same remain in existence. Enclosed in Folder 4 is a schedule of commercial loans in excess of $100,000 for which records are in existence. I have shown the type of business, the purpose of the business, the date of the loan, the original amount of the loan, the date, the term and the collateral. There is also enclosed the minutes of the committee approval of these loans with the identity of the Borrowers redacted. To the extent that the minutes refer to other loans not appearing on the Schedule and not appearing in your inquiry, that material has likewise been redacted.

To the extent that you wish current addresses of any of the Bank officers and/or directors, a list of which was previously furnished, please let me know and every effort will be made to obtain that information as well.

After you have had an opportunity to review these materials, if I can be of further assistance to you, please do not hesitate to give me a call.

Very truly yours,

JOHN F. BOMSTER

JFB/fjh
enclosures

GENERAL RELEASE

KNOW ALL MEN, that WILLIAM HALLIWELL of the City of Woonsocket, Rhode Island, in consideration of the sum of One ($1.00) Dollar and other valuable consideration to it paid by INTERNATIONAL INDUSTRIES, INC., the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto said INTERNATIONAL INDUSTRIES, INC., its successors and assigns, all and all manner of actions, cause of actions, debts, dues, claims and demands, both in law and equity, and more especially arising out of any and all claims for a brokerage commission in connection with the sale of real estate situated at 4340 Boston Post Road, Bronx, New York, which against said INTERNATIONAL INDUSTRIES, INC. said William Halliwell ever had, now has, or in the future may have for or by reason or means of any matter or thing from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, said William Halliwell has hereunto set his hand and seal this day of , 1972.

_____

In the presence of:

_____

3636

COLLATERAL ASSIGNMENT OF RENTS

THIS ASSIGNMENT, made this 15th day of December, 1972, by and between INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, hereinafter referred to as the ASSIGNOR and MICHAEL A. ABATUNO, Trustee under an indenture of trust dated February 28, 1972, as amended, called the CREPE TRUST, hereinafter referred to as ASSIGNEE,

W I T N E S S E T H:

WHEREAS, ASSIGNEE is the fee owner of the premises including the land and the building located thereon, situate partly in the Borough and County of the Bronx, City and State of New York, and partly in the Village of Pelham Manor, Town of Pelham, County of Westchester, and State of New York, and more particularly described in Exhibit A which is attached hereto and made a part hereof as if fully set forth herein, and ASSIGNOR is the owner of the Lessor's interest in that certain sublease dated October 18, 1968 by and between ASSIGNOR and ARELESS OPERATING CORP. hereinafter referred to as the IHOP Lease a copy of which lease is attached hereto as Exhibit B; and

WHEREAS, ASSIGNEE has leased the above-described premises to ASSIGNOR by a lease of even date herewith, hereinafter referred to as the REAL ESTATE MASTER LEASE and ASSIGNEE has assigned the lessor's interest in said IHOP Lease to ASSIGNOR by an instrument of even date herewith; and

WHEREAS, ASSIGNEE, as a condition to entering into the REAL ESTATE MASTER LEASE and the assignment of Lessor's interest of the IHOP Lease, has required this assignment as additional security for the full performance of the terms and conditions of said REAL ESTATE MASTER LEASE.

NOW,THEREFORE, in consideration of the foregoing and of the sum of One ($1.00) Dollar and other good and valuable consideration paid by said ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged. ASSIGNOR does hereby assign, transfer and set over unto said ASSIGNEE all of the rent, issues and profits which shall accrue and be owing to ASSIGNOR from the lessee of the IHOP Lease or from any other lease or Agreement hereinafter entered into in respect of the premises described in Exhibit A, as additional security for the full performance by ASSIGNOR of all of the terms and conditions to be by it fully performed under the REAL ESTATE MASTER LEASE.

It is mutually agreed that so long as ASSIGNOR is not in default of its obligations under the REAL ESTATE MASTER LEASE, ASSIGNOR shall have the right to collect, but not prior to accrual all rents and profits from the lessee of the IHOP Lease and all others that may be in possession of all or any part of the premises under the authority of ASSIGNOR.

In the event such default does exist, ASSIGNEE shall have the right, without notice to ASSIGNOR and without regard to the sufficiency of any other security, and without first attempting to realize upon any other security, to collect directly from any lessee of the IHOP Lease, or from any other lease or agreement hereinafter entered into in respect of the premises described in Exhibit A, all rents and moneys owing or accruing for the use or occupation of said premises or any part thereof and to apply any funds so collected first to its expenses, including reasonable attorney's fees, in making such collection, and to apply the remainder in satisfaction of the ASSIGNOR's obligations under the REAL ESTATE MASTER LEASE, and any such rents or moneys collected

by ASSIGNOR, from and after the date of said default, shall be received, collected and held by it, as Trustee, for the account of ASSIGNOR.

This assignment shall inure to the benefit of ASSIGNEE, its successors and assigns and bind ASSIGNOR, its successors and assigns.

IN WITNESS WHEREOF, INTERNATIONAL INDUSTRIES, INC. has caused this assignment to be executed the day and year first above written.

INTERNATIONAL INDUSTRIES, INC.

In the presence of:

By E H Rea VP
Title

Michael A. Abatuno, Trustee
Michael A. Abatuno, Trustee u/1/t dated February 28, 1972, as amended, called the CREPE TRUST

3139

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE, SC.

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, known as the CREPE TRUST, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein, as his own free act and deed, his own free act and deed in his capacity as Trustee, and the free act and deed of the Crepe Trust.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of August, 1972.

Notary Public
My commission expires: Jan 30 1976

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SC.

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, E. H. Parish as Vice President of INTERNATIONAL INDUSTRIES, INC., a Delaware corporation, to me well known to be the person described in and who executed the foregoing instrument and duly acknowledged to me that he executed the same for the purposes therein expressed as the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of August, 1972.

Notary Public
My commission expires: 6-6-76

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

OFFICE OF THE CLERK OF THE SUPERIOR COURT

PROVIDENCE, SC. PROVIDENCE, Deputy A. D. 19

I, S. Albert Iodice *Clerk of the* SUPERIOR COURT *of said State for the Counties of Providence and Bristol, the same being a Court of Record and having by law a seal,*

DO HEREBY CERTIFY, *that* Alfred G. Thibodeau *whose name is subscribed to the annexed certificate was at the time of signing said certificate a NOTARY PUBLIC in and for said State of Rhode Island duly appointed and qualified, and authorized to administer oaths and take depositions and to take the acknowledgment or proof of deeds or conveyances of lands, tenements or hereditaments lying in said State and which deed or conveyances are to be recorded in said State; that I am well acquainted with the handwriting of said*

and verily believe that the signature to the said Certificate, purporting to be his, is genuine; that the laws of said State do not require the use of a seal by a notary and no copy of a notary's seal is on file or required to be on file in this office.

In attestation whereof, *I hereunto subscribe my name, and affix the seal of said Court, the day and year above written*

S. Albert Iodice Clerk.
Deputy

S-168

STATE OF CALIFORNIA
County of Los Angeles (General)

I, WILLIAM G. SHARP, County Clerk and Clerk of the Superior Court of the State of California, for the County of Los Angeles, which Court is a Court of Record,

having by law a seal, do hereby certify that Shirley H. Seeberg

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public IN AND FOR LOS ANGELES COUNTY, duly commissioned and sworn, with the principal place of business or employment in said County, and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take depositions and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at Los Angeles, California AUG 14 1972 19

WILLIAM G. SHARP
County Clerk and Clerk of the Superior Court of California, County of Los Angeles.

By S. Woodcock Deputy

76C525M-Cdo 12-71

3741

ABATUNO, CHISHOLM & RODIO
ATTORNEYS AT LAW
506 INDUSTRIAL BANK BUILDING
PROVIDENCE, R. I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU

ORLANDO RODIO
OF COUNSEL

TELEPHONE
274-8500
AREA CODE 401

December 11, 1972

Rhode Island Hospital Trust National Bank
15 Westminster Street
Providence, Rhode Island

RE: [illegible]
Savings Account No. 986-22951-8

Gentlemen:

This letter is written with reference to the mortgage loan in the original principal amount of $2-2,000 evidenced by my promissory note payable to your order of even date herewith and savings account no. 986-22951-8 standing in the name of the undersigned, which was opened for the purpose of serving as a depository of rentals from the mortgaged premises and from which, under the terms of the loan, you will be entitled to deduct all payments required by the provisions of the note and the mortgage as they become due.

In consideration of the making of said loan and in order to carry out the agreement between us with reference thereto, the undersigned does hereby grant to you and your successors and assigns as holder of said mortgage and note an irrevocable right and power coupled with an interest to charge to said savings account and to withdraw from the same at any time and from time to time any sums which under the provisions of the note, mortgage and other loan documents are due and payable to you, without prior notice to the undersigned.

And the undersigned does hereby further agree that all rentals and other payments due and to become due from any lessee, tenant or occupant of the mortgaged premises assigned to you by instrument of even date which are received by the undersigned will be deposited in said savings account promptly after receipt by the undersigned.

Very truly yours,

Michael A. Abatuno, Trustee

MICHAEL A. ABATUNO, Trustee
of the [illegible] trust dated
February 28, 1972, as amended

MAA/gs

3750

A G R E E M E N T

This Agreement entered into by and between RHODE ISLAND HOSPITAL TRUST NATIONAL BANK, a national banking association, ("Bank"), and SHELDON L. GERBER, in his capacity as Trustee of the CREPE TRUST dated February 28, 1972, ("Trustee"), on this 21st day of December, 1977.

WHEREAS, Bank is the present holder of Trustee's promissory note dated December 15, 1972 in the face amount of Two Hundred Forty-Two Thousand Dollars ($242,000.00) and secured by mortgage of and assignment of rentals from real estate located at 4340 Boston Post Road, Bronx, New York ("Note"); and

WHEREAS, Trustee has requested Bank to extend the maturity date from December 15, 1987 to December 15, 1992 and the terms of repayment of said Note; and

WHEREAS, Bank has indicated its willingness to grant Trustee's request.

NOW, THEREFORE, it is hereby mutually agreed that the terms of repayment of said Note are hereby amended to read as follows:

> ". . . . . , together with interest on unpaid principal balances and on overdue interest at the rate of eight and one-half percent (8 1/2%) per annum, computed monthly, not in advance, in

equal consecutive monthly installments of One Thouand Eight Hundred Seventy-eight and 96/100 Dollars ($1,878.96) each, together with interest at said rate on all amounts not paid when due, commencing upon the 15th day of January, 1978, and continuing on the 15th day of each and every month thereafter."

It is hereby further mutually understood and agreed that all other terms and conditions of said Note remain in full force and effect.

IN WITNESS WHEREOF, we have set our duly authorized signatures hereunto as of the date first above written.

RHODE ISLAND HOSPITAL TRUST
NATIONAL BANK

By _____
Vice President

CREPE TRUST

By _____
Trustee

1252

RHODE ISLAND HOSPITAL TRUST NATIONAL BANK
PROVIDENCE, RHODE ISLAND

ALDEN M. ANDERSON
SENIOR VICE PRESIDENT

November 8, 1977

Congressman Fernand St. Germain
111 Woodland Road
Woonsocket, Rhode Island 02895

Dear Congressman St. Germain:

Your request to this bank for modification of Crepe Trust's mortgage financing of the Bronx real estate has been referred to my attention. I understand that you are requesting that the repayment schedule for the mortgage be extended to the expiration date of the underlying lease, thus 1992. As condition to this bank for extending the term of the financing you have agreed to an adjustment in the interest rate to 8½ percent from the present 8 percent.

This bank concurs with your request conditioned upon (1) the upward rate adjustment (2) assent of the extension and rate adjustment by the trustee(s) and guarantors and (3) that all other terms and conditions of the mortgage note and other documents remain in full force and effect. Also, I understand you will be providing us with current financial statements on the franchisee who is the tenant of the real estate.

If the above is both accurate and acceptable, would you please have the authorized trustee(s) and guarantors sign the enclosed copy indicating concurrence. I will then have a new payment schedule derived and will bill the trust at the new scheduled rate amount starting

3758

Rhode Island Hospital Trust National Bank

Page No. Two

Date November 8, 1977

To Congressman Fernand St. Germain

with the payment following receipt of the executed copy. Should you have any questions though, please feel free to contact me at 278-8508.

Very truly yours,

Concurrence with the above:

Signature: _____ Trustee(s)
Date: 11-10-77

Assent with the above:

Signature: _____ Guarantors
Date: 11-10-77

January 10, 1978

Mr. Sheldon L. Gerber, Trustee
Crepe Trust
c/o Tobin, LaRoy & Silverstein
1122 Industrial Bank Building
Providence, Rhode Island 02903

Dear Mr. Gerber:

Enclosed please find an executed copy of the agreement between Rhode Island Hospital Trust National Bank and Crepe Trust to extend the maturity of the note to December 15, 1992, as well as increase the interest rate on the loan. The original of this agreement has been recorded. This copy is for your files.

Should you have any questions on the above, please do not hesitate to contact me.

Best regards.

Very truly yours,

Gregory K. Doan
Assistant Vice President

caf
Enclosure

Copy of agreement sent to Investment Dept. cc

A F F I D A V I T

I, Paul DeFalco, under oath, depose and say:

1. That I am a First Vice President of Rhode Island Hospital Trust National Bank.

2. That it is not, nor has it been, the policy for commercial loans on the commercial loan system, secured by real estate, to have an amortization schedule prepared.

Paul DeFalco,
First Vice President

State of Rhode Island

County of Providence

Subscribed and sworn to before me on this 12th day of June, 1986 in the City of Providence.

Notary Public

A F F I D A V I T

I, Paul DeFalco, under oath, depose and say:

1. That I am a First Vice President of Rhode Island Hospital Trust National Bank.

2. That I made a diligent search of the papers in the possession of the Bank for a copy of a loan application, if any, executed by or on behalf of the Borrowers, in respect of The Crepe Trust.

3. To the best of my knowledge and belief, there is no loan application executed by or on behalf of the Borrowers among the workpapers in respect of this loan.

3. In the case of a commercial loan, which is the case here, it is not the practice to require a formal loan application to be executed by the Borrower.

Paul DeFalco

State of Rhode Island

County of Providence

Subscribed and sworn to before me on this 13th day of June, 1986 in the City of Providence.

Notary Public

1178

CREDIT MEMO

Name MICHAEL A. ABATUNO, TRUSTEE

Business

Location 506 Industrial Bank Bldg.

(274-8500)

July 25, 1972

Amount	Due Date	Rate	Cut Of
$242,000 SECURED	15 years	8%	2,312.67/m

This is a loan of $242,000 payable over 15 years at 8% secured by (1) a real estate mortgage on an International House of Pancakes operation on Route #1 in Pelham, New York (2) an assignment of a 20-year lease signed by International Industries,Inc. (on NYSE), (3) an assignment of rents covering $2,518.66 per month ($30,223 per year) from a franchisee, and (4) personal guarantees by Fernand J. St. Germain and his wife.

International Industries.Inc. got into a liquidity problem which has caused it to sell and lease back a number of food outlets. Chester Barker. Peter Toulmin. Alden Anderson and I have all had several meetings with Mike Abatuno, who is Trustee of a Trust established by St. Germain, who is also a Congressman from Rhode Island and who has invested similarly in 4 other International House of Pancake operations, none of which we have financed.

Figures of the franchisee show excellent profits last year and this year to date, easily enough to cover rent payments. The Annual Audit of International Industries,Inc. shows a considerable retrenchment program last year, but Net Worth still at $68 million and they are making good current profits.

The above proposition had been discussed earlier in Loan Review early in March, but today Alden Anderson and I nailed down a number of remaining details (title insurance, legal costs, etc.,. During the temporary absence of E.H.Howard, and with the approval of either Mr. Gifford or Mr. Woodbridge, I plan to make this loan as a mortgage to Michael A. Abatuno, Trustee, at 8% payable over 15 years. Besides the real estate, the collateral includes assignment of a lease from a nationally known NYSE concern, an assignment of rental payments from a franchisee and the personal guarantee of a gainfully employed local entrepreneur and wife. I consider the real estate secondary to the lease and the cash flow in this case. Using a reasonable capitalization of 10% against a lease bringing net income of $30,000 I get an approximate value of $300,000 for the proposition and a bank loan of about 80% of this value.

R.W.Kadway

3778

INTERNATIONAL HOUSE OF PANCAKES

228 Meeting Street, Provicence, Rhode Island

I. THE PROPERTY $311,440

Sale and Leaseback

A. Lease: International Industries, Inc.
20 years - net annual rent.
(Equals of purchase price)

B. Land: This corner lot has dimensions of 54' x 91' with a frontage of 54' on Thayer, containing approximately 4,938 sq. ft.

C. Improvements: A standard International House of Pancakes restaurant building containing approximately 3,000 square feet. Site is completely improved with black topping, planters, landscaping and lighting.

D. Cost Ratio: Land 48.1% - Improvements 51.9%

II. LEASE

International Industries, Inc. will enter into a fully net lease for a term of twenty (20) years at a rental of per annum.

III. LESSEE

International Industries, Inc. is a diversified consumer services company with operations in food, retail, service, education and lodging. The company provides products and services primarily through the franchise method of distribution.

International was initially incorporated in California in 1959, growing from one restaurant to over 20 divisions comprising more than 1,200 diversified units in 47 states. The company has been listed on the New York Stock Exchange since 1968.

IV. LOCATION

This store is located on the leading street in Providence, in a small shopping area which services, almost exclusively, Brown University and two other leading educational institutions. This area will not change significantly, in the foreseeable future, except to increase in value.

V. USE OF SUBJECT PROPERTY

The property is developed as a prime full service family restaurant for one of International Industries, Inc. subsidiary companies, the International House of Pancakes, featuring a highly diversified menu to please every taste, at moderate prices, and served in a warm and comfortable atmosphere. The restaurant has only recently opened and volume figures indicate this will be a highly successful location.

This description is for information purposes only and does not constitute an offer [illegible]

000001

Lawyers Title Insurance Corporation

Escrow No 4 LAN 3093

MICHAEL A. APATINO, TRUSTEE

NATIONAL DIVISION LOS ANGELES Branch

Description MILTON, MARYLAND

Documents Recorded 3-7 19 73

ESCROW STATEMENT

	DEBITS	CREDITS
...ers — Cash		1,000.00
Consideration for Deed	293,940.00	
Outside of Escrow (as indicated in escrow instructions)		
...d Principal Balance — Trust Deed of Record		
...and Trust Deed to Lender ($)		
Lender's charges deducted from loan proceeds ($)		
...oan Proceeds Deposited		
Note and Trust Deed Deposit 3-1-73 by wire		283,000.00
...stment on unpaid balance of Trust Deed from $ to $		
Rate Interest at % on $ from to		
Rate Taxes $ from to		
($97.98 per day--23 days)		
Rate Rents $ 2,939.40/ from 3-7-73 to 4-1-73		2,253.54
APRIL 1973 rent in advance		2,939.40
Rate Insurance Premium $ from to		
...stment of Impounded Funds		
...and for reconveyance of trust deed — principal		
...est on $ at % from to		
...unt for reconveyance of trust deed — principal		
...est on $ at % from to		
...mission 5% credit in lieu of commission	14,697.00	
...y of Title Insurance		
...mentary Transfer Tax		
...ce Charge for Beneficiary's Statement/Demand (Paid Lender)		
...nveyance Fee (Paid Trustee)		
...nding Deed Trust Deed Reconveyance		
...rding		
Taxes Assessments		
Service		
...ty Fees		
...w Fee — Sale X Loan	360.00	
...ments		
	.70	
...ck Herewith MICHAEL A. APATINO, TRUSTEE	9,580.04	
TOTAL	303,997.92	303,987.92

...12-71 BM

000211

BOARD OF INVESTMENT NO. ML-72-45

PROPERTY ADDRESS 1010 South Central Expressway (St. Germain)

Richardson, Texas

We certify that according to our best judgment, the value of the above referenced premises is not less than $ 315,400 -.

Signature Edward E. Lind Title Vice President Date 3/31/72

Edward E. Lind

Signature Stephen M. Besserte Title Associate Manager Date 3/31/72

Stephen M. Besserte

M-104

1260

000813

18-2554490

00223

MONTHLY PAY..ENT MORTGAGE NOTE

$255,000.00 Providence ,R.I. March 7, 19 72

For value received, the undersigned (jointly and severally if more than one) promises to pay to

INDUSTRIAL NATIONAL BANK OF RHODE ISLAND

or order, at its Main office in Providence, Rhode Island, the principal sum of Two Hundred Fifty Five Thousand ($255,000.00) Dollars, with interest from the date hereof on the unpaid principal balance from time to time outstanding at the rate of eight per centum per annum, said sums to be paid in equal successive monthly installments of $2,637.00 Dollars each commencing April 7,1972 and continuing until the 7th day of March 1987 when the balance of the principal and interest, if not sooner paid, shall be due and payable. In the event of default in the payment of any installment within ten (10) days after it shall have become due, default in the performance of any covenant, agreement or provision contained or referred to in the mortgage securing this note for a period of thirty (30) days, the bankruptcy or insolvency of the undersigned, or if the Mortgagor is a corporation, any material change in, or act of such corporation, or any act of an officer or director thereof which the Mortgagee to reasonably believe that performance of any covenant, agreement, or provision of the aforementioned note and mortgage by the Mortgagor is or will be seriously impaired, or the sale or conveyance of the interest of the mortgagor in the property described in said mortgage, or if at any time in the sole opinion of the Bank the undersigned fails to maintain Industrial as its principal bank of deposit, then in any such event the entire unpaid principal hereof, with all accrued interest, shall at the option of the holder, become due and payable at once without notice. Failure to exercise such option shall not constitute a waiver of the right of the holder to exercise the same in the event of any subsequent default. Irrespective of the exercise or non-exercise of the foregoing option, if any installment hereof is not paid in full when due or within fifteen (15) days thereafter, the undersigned shall pay to the holder hereof a late charge of 5% of the amount of such installment.

The undersigned reserves the right at the time any one of said installments shall become due and payable to pay this note in full or to pay an amount equal to one or more of the principal payments next due hereunder to be applied at the holder's election on account of any installment of principal or interest or any other indebtedness arising in connection with this note or the mortgage securing the same; provided however that the holder shall be entitled to receive a premium equal to a specified percentage of the amount prepaid in accordance with the following schedule:

Prepayment Before:	Premium	Prepayment Before:	Premium
March 7, 1977	5 %		%
	%		%

The undersigned shall remain primarily liable on this promissory note and the mortgage given to secure the same until full payment, unaffected by any alienation of the mortgaged property, by any agreement or transaction between the mortgagee and any grantee as to payment of principal, interest or other moneys, by any forbearance or extension of time, guarantee or assumption by others, or by any other matter, as to all of which notice is hereby waived by the undersigned. The undersigned agrees to pay all costs and attorney's fees incurred in any action to collect this note or to foreclose the mortgage securing the same.

IN PRESENCE OF:

Michael C Obstinow
In his capacity as Trustee
u/i/t dated 2/28/72 called the
CREVE TRUST

THIS NOTE IS SECURED BY REAL ESTATE MORTGAGE

MG 24-206

1261

STATUS

(1)

ACCOUNT NO? 23400
OPTION?
MEMBER PROFILE (CREPE)
NAME: CREPE TRUST
SS # = 038-18-0067

TRUE LTD: 10MAR86
MCU LTD: 10MAR86
CERTIFIED BY W9 FORM
NOT SUBJECT TO WITHHOLDING

ACCT	BALANCE	AVAILABLE	MAT DATE	P/R DED	I.R.
SHARE					
MTG- (1)	146,492.23		NEXT DUE...01APR86		8 %

ACCOUNT # 23400
OPTION? ST
<SH> <SV> <MM> <GS> <LN> <MG> <IRT>? MG
ENTER SUFFIX: 1
ENTER STATUS NUMBER: 1

BAL #CON#	146,492.23	LTD	10MAR86
P & I	2,292.50	NEXT DUE	01APR86
TAX ESC PMT	.00	TAX ESC BAL	.00
A&H PMT	.00		
LIFE PMT	.00		
PMI PMT	.00	PMI BAL	.00
FIRE PMT	.00	FIRE BAL	.00
TOT MO. PMT	2,292.50	INT PD YTD	2,981.91
		RATE	8.000

ACCOUNT # 23400
OPTION? ST
<SH> <SV> <MM> <GS> <LN> <MG> <IRT>? MG
ENTER SUFFIX: 1
ENTER STATUS NUMBER: 2

ORIG AMT	283,000.00
ORIG DATE	01MAR73
# OF PAYMENTS	180
DELQ	******

ACCOUNT # 23400
OPTION? Q
ACCOUNT NO? Q
>H

Exit

002317

PROMISSORY NOTE
(Secured by Mortgage on Real Estate)

$283,000.00

Woonsocket, Rhode Island
February 28, 1973

FOR VALUE RECEIVED, the undersigned, jointly and severally promise to pay to MARQUETTE CREDIT UNION, or order, TWO HUNDRED EIGHTY-THREE THOUSAND DOLLARS ($283,000.00), at any of its offices in the State of Rhode Island, together with interest on unpaid principal balances at the rate of eight percent (8%) per annum, in fifteen (15) years, all payable in monthly installments of Two Thousand Seven Hundred Five and 48/100 Dollars ($2,705.48) each on the 20th day of each and every month hereafter, which shall be applied first to the payment to interest then due on the balance only applied to principal, expressly agreeing that no renewal or extension granted, whether by acceptance of interest in advance or otherwise, nor any indulgence shown by or any release of, nor any dealings between the holder hereof and any person now or hereafter interested herein or in the mortgaged property, whether as owner, encumbrancer or otherwise, shall discharge or in any way affect the obligation of the undersigned as principal debtors hereunder. Provided, however, that at any time when any monthly payment is in default for a period in excess of thirty (30) days, or if default shall be made in any provision of the mortgage securing this note, or if at any time or from time to time title to the whole or any part of the property mortgaged as security for this note shall be acquired by any person other than the undersigned, this note shall, at the option of the holder hereof, become at once due and payable, and failure to exercise such option shall not constitute a waiver thereof.

A late charge of 5% on each installment in default for 30 or more days may be assessed. Further, if suit is instituted upon default, to collect the outstanding balance or otherwise to enforce the note or mortgage, the undersigned shall be liable for all legal expenses and fees, to the extent permitted by law, as well as any foreclosure expenses incurred.

Presentment for payment, protest, notice of protest, demand and notice of non-payment are hereby waived.

Privilege is reserved to pay the indebtedness in whole or in part at any time without penalty.

In presence of:

_____

_____
Michael A. Catuno, Trustee under Indenture of Trust dated February 28, 1973, as amended, known as CR&P Trust

002318

GUARANTY

FOR VALUE RECEIVED, the undersigned jointly and severally, unconditionally and absolutely, guarantee payment of all principal, interest and late charges of that note dated , 1973, in the amount of Two Hundred Eighty-Three Thousand ($283,000.00) Dollars between Michael A. Abatuno, Trustee of the CHARL TRUST and Marquette Credit Union, when due and further guarantee the performance of all covenants, terms and conditions of the real estate mortgage securing the same and hereby waive demand, presentment, notice of nonpayment, protest and agree that the extension, variation of the agreement or of other terms and conditions of said note or mortgage, however effected or made, and any discharge, partial release, change in or dealing with said mortgage or other collateral security and any release of any other party to said note or guarantor thereof, shall without notice to the undersigned, shall in no way affect the liability of the undersigned hereunder.

Frank J. St Germain
Name
121 Woodland Rd
Wonsocket
Address

In the presence of:

Rachel M. St Germain
Name
121 Woodland Rd
Wonsocket
Address

002319

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
506 INDUSTRIAL BANK BUILDING
PROVIDENCE R I 02903

MICHAEL A ABATUNO
VINCENT J CHISHOLM
ALFRED G THIBODEAU
NORMAN E DANDREA

TELEPHONE
274-8500
AREA CODE 401

June 14, 1972

Marquette Credit Union
52 Cumberland Street
Woonsocket, Rhode Island

Re: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

Attention Charles Leveille, President

Dear Mr. Leveille:

I am enclosing herewith a general information sheet and a statement of earnings for the period from 12/26/70 to 12/26/71.

After you have an opportunity to digest the enclosed, I would appreciate it if you would call me to discuss it.

Very truly yours,

[illegible]

MAA:RD

Enclosures

002324

2526 University Boulevard West, Wheaton, Maryland

I. THE PROPERTY $293,940

Sale and Leaseback

A. Lease: International Industries, Inc.
20 years - net annual rent.
(Equals % of purchase price)

B. Land: This irregular corner has a frontage of 60' on University Boulevard and contains approximately 10,370 sq. ft.

C. Improvements: A standard international House of Pancakes restaurant building containing approximately 3,000 square feet. Site is completely improved with black topping, planters, landscaping and lighting.

D. Cost Ratio: Land 51.9% - Improvements 48.1 %

II. LEASE

International Industries, Inc. will enter into a fully net lease for a term of twenty (20) years at a rental of per annum.

III. LESSEE

International Industries, Inc. is a diversified consumer services company with operations in food, retail, service, education and lodging. The company provides products and services primarily through the franchise method of distribution.

International was initially incorporated in California in 1959, growing from one restaurant to over 20 divisions comprising more than 1,200 diversified units in 47 states. The company has been listed on the New York Stock Exchange since 1968.

IV. LOCATION

The Wheaton store is located in one of the busiest retail commercial areas in the United States. It is on a fine commercial corner proximate to a swinging regional mall on an extremely trafficked street. This unusually prime location has already healthily manifested itself in a high volume store.

002325

V. USE OF SUBJECT PROPERTY

The property is developed as a prime full service family restaurant for one of International Industries, Inc. subsidiary companies, the International House of Pancakes, featuring a highly diversified menu to please every taste at reasonable prices, and served in a warm and comfortable atmosphere. The restaurant is only recently opened and volume figures indicate this will be a highly successful location.

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
505 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU
NORMAN E. DANDREA

TELEPHONE
274-8500
AREA CODE 401

June 15, 1972

Marquette Credit Union
52 Cumberland Street
Woonsocket, Rhode Island

RE: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

ATTENTION: Charles Leveille, President

Dear Mr. Leveille:

Please consider this letter as an application for a loan in the sum of $282,182.40, which sum will be used in connection with the above-mentioned acquisition by the CREPE TRUST, so called, for the total purchase price of $293,940.

The loan will be for the term of 15 years with an interest rate of 8 percent per annum, with reductions as per your custom. The loan is to be paid in monthly installments and would be secured by a first mortgage on the real estate, together with an assignment of the lease and a collateral assignment of the rents of the franchisee.

If there is any further information you require relative to this matter, please do not hesitate to contact the undersigned.

Very truly yours,

CREPE TRUST

By Michael A. Abatuno
Trustee

js

002326

June 19, 1972

Mr. Michael Abatuno
Attorney at Law
506 Industrial Bank Building
Providence, Rhode Island 02903

Re: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

Dear Mr. Abatuno:

It is a pleasure for me to inform you that my Board, at a special meeting on Saturday, June 17, 1972, voted to concur with your request for financing the above captioned venture.

The conditions are:

1) Amount approved $283,000.00.
2) Terms 15 years - 8% per annum.
3) We would require a copy of your appraisal of property.
4) We will inspect the property ourselves on June 22, 1972.
5) We will require fire and liability insurance.
6) We will also require a Title Policy covering the property.

I have contacted your client today by phone and advised him of our decision.

Please consider this a firm commitment on our part effective until September 30, 1972.

Very truly yours,

MARQUETTE CREDIT UNION

Charles M. Leveillee
President

CML:lcm

002327

PURCHASE AGREEME..

THIS AGREEMENT by and between INTERNATIONAL INDUSTRIE INC., a Delaware corporation, herein[illegible] called SELLER, a.. MICHAEL A. ABATUNO, Trustee under an Indenture of Trust da.. February 28, 1972, known as the CREPE TRUST HEREINAFTER cal.. PURCHASER, is made with reference to the following facts:

1. SELLER now owns that certain tract of land, toge[illegible] with the buildings and improvements erected theron, as fol..:

2526 University Boulevard, Wheaton, Maryland at the southeasterly corner of University Boulevard an.. Grandview Avenue in the City [illegible] on Montgomer.. State of Maryland, more particularly described EXHIBIT A annexed hereto.

Said premises and improvements are [illegible] known as THE INTERNATIONAL HOUSE OF PANCAKES, and [illegible] premises and improvements, including the heating, ventilation and air conditioning systems are hereinafter called PREMISES.

The parties hereto are desirous that SELLER shall con.. the PREMISES TO PURCHASER and that thereupon the PURCHASE.. shall lease the PREMISES back to SELLER, all in accordance with the terms and conditions hereinafter set forth.

I. SALE OF PREMISES

A. SELLER agrees to sell and convey by warranty dee.. free of all encumbrances, and PURCHASER agrees to purchase PREMISES. In the event SELLER shall be unable to convey marketable title in accordance with this agreement, then [illegible] deposit hereinafter provided for shall be returned to PURCHASER.

B. SELLER shall deliver to PURCHASER within ten (10) days after the execution of this Agreement by both parties a full set of the plans and specifications for the building to be constructed upon the PREMISES. PURCHASER acknowledges that the building is painted with a unique combination of colors, namely blue, white and persimmon, and has unique logos and drawings on turnposts of novel design, all of which PURCHASER agrees are distinctive features and the sole property of SELLER: provided, however, that PURCHASER shall have the right to submit all plans, specifications, contracts and other information to various lending institutions for the purpose of obtaining mortgage financing.

II. PURCHASE PRICE

The purchase price of the PREMISES situated at 2526 University Boulevard, Wheaton, Maryland (described in EXHIBIT A) shall be Two Hundred Ninety Three Thousand Nine Hundred Forty and no/100 ($293,940.00) Dollars, of which a deposit of One Thousand and no/100 ($1,000.00) Dollars has been paid simultaneously with the execution of this Agreement to the escrowee, as herein provided.

The balance shall be paid in cash on the delivery of the deed, as hereinafter provided.

III. REPRESENTATIONS OF SELLER

A. The PREMISES are to be sold and conveyed, subject to the following:

1. Zoning and building regulations, ordinances and requirements adopted by any governmental or municipal authority having jurisdiction thereof, and amendments and additions thereto now in force and effect, which relate to the premises. SELLER represents that the building constructed on the Premises and the business do not

002329

any of the regulations, ordinances and requirements of said government and municipal authorities.

2. Any state of facts as shown on an accurate survey of the PREMISES, provided same does not render title unmarketable. SELLER shall promptly provide PURCHASER with current surveys of the premises, including all of the improvements thereon, and SELLER represents that each such survey shall reflect no encroachment by any of the said improvements upon any adjacent property nor any encroachments by any improvements on any adjacent property upon the premises.

3. Rights of tenants under and subject to existing leases in existence at the time of closing of title are to be subordinated to the warranty deed, the Master Lease, so called, together with the first mortgage to PURCHASER's mortgagee. (Exhibit B annexed hereto)

4. Conditions, restrictions and limitations of record, none of which prohibit the use of the PREMISES for the operation of the business or contain any reverter or forfeiture provisions. SELLER represents that none of the conditions, restrictions or limitations render SELLER's title unmarketable.

B. SELLER shall, at least ten (10) days prior to closing, deliver to PURCHASER owner's marketability title insurance binders issued by Lawyers Title Insurance Corporation,

which binder shall reflect the SELLER as having good and marketable title in the PREMISES, subject only to current real estate taxes and those matters permitted in Paragraph

above. SELLER shall deliver to PURCHASER at the closing, at SELLER's expense, an owner's marketability policy for the full purchase prices of the PREMISES, which policy shall insure the PURCHASER's good and marketable fee simple title to the PREMISES, subject only to the exceptions herein specified.

IV. OUTSTANDING ASSESSMENTS, TAXES, ETC.

In view of the leaseback hereinbelow mentioned:

A. If the PREMISES, at the date of the delivery of the deed by SELLER to PURCHASER are affected by assessments, PURCHASER shall accept title subject to such assessments, and PURCHASER shall be entitled to a reduction of the cash to be paid on the closing by reason of the existence of such assessments.

B. SELLER shall pay all delinquent real estate taxes, water, utility charges or light charges on or before the date of closing.

C. No other closing adjustments shall be made between SELLER and PURCHASER at the closing; provided, however, SELLER shall pay a prorated rent due for the balance of the month of closing pursuant to the leaseback hereinafter provided for, together with the following month's rent in advance.

V. DEED

The deed shall be a full warranty deed containing such covenants as are provided by the laws of the State of Maryland. The deed shall be in proper form for recordation, shall be duly executed, acknowledged, and have thereon such revenue stamps affixed thereto by the Grantor's expense, so as to convey to PURCHASER good and marketable title to the PREMISES, free and clear of all liens, except as herein provided.

00233

VI. DESTRUCTION OF PREMISES

Between the date hereof and the date of closing hereunder, the SELLER assumes the full risk for any damage or destruction by fire or the elements to the PREMISES, including without limitation the buildings, structures, and other inprovements comprising the BUSINESS, and the cost of the work of restoration, rebuilding, repairing and replacement shall be borne by SELLER, at its sole cost and expense, before the closing date. Such risk of loss or damage assumed by SELLER shall continue until the actual delivery of the deed in accordance with the terms of this Agreement. In the event of any such damage or destruction prior to the date of closing hereunder, SELLER shall promptly notify PURCHASER of such fact. The closing shall then be postponed until the work shall have been completed and paid for by SELLER; provided, however, that SELLER agrees to promptly commence said work and to diligently pursue same to completion.

VII. CLOSING

The closing shall be held at the offices of Lawyers Title Insurance Corporation in Providence,R.I. or as otherwise agreed within ten (10) days of the furnishing of an executed copy this Agreement to the PURCHASER, or at such other time and place as shall have been agreed to in writing by SELLER and PURCHASER. It is understood and agreed that SELLER will reasonably cooperate with PURCHASER in complying with the closing requirements of PURCHASER's lending institution providing the mortgage financing referred to in Paragraph herein. The closing shall be held in accordance with the terms and conditions required by said lending institution making a mortgage loan to the PURCHASER, it being understo

000299

that time is of the essence in the completion of the closing herein provided for.

VIII. LEASEBACK

A. At the closing, and simultaneously with the delivery of the deed to the PREMISES from SELLER to PURCHASER, the parties shall enter into a NET LEASE of the PREMISES in the form of that annexed hereto.

B. The form of lease attached hereto shall be comple[illegible] at the closing as follows: the date of the lease and the commencement date of the term of the lease shall be the date of the closing.

C. At the closing, SELLER shall assign to PURCHASER all of its right, title and interest in and to the leases affecting the PREMISES then in existence; and, in turn, the PURCHASER shall reassign such leases to SELLER as lessee under the [illegible]going leaseback. In regard to any such leases, SELLER shall retain all its rights as lessor, including the right to terminate any such leases and the right to receive all rents provided for therein during the term of the leaseback. The said assignment shall not be deemed to create any duty or liability on the part of the PURCHASER to any franchisee, licensee, tenant or subtenant to SELLER.

D. The term of the leases shall be twenty (20) years.

E. The fixed minimum annual rental for the PREMISES situated at 2526 University Boulevard, Wheaton, Maryland ([illegible] cribed in EXHIBIT A) shall be Thirty Five Thousand Two Hundred Seventy Two and 80/100($35,272.80) Dollars payable by the to LANDLORD during the full term in [illegible] two hundred forty (240) monthly installments of [illegible] and [illegible] hundred Thirty Nine and 40/100($2,939.40) Dollars payable on the first day of each calendar month.

-6-

F. Said lease shall be a NET LEASE and the Lessor shall not be required to provide any services or do any act in connection with the PREMISES.

G. An additional annual rental in an amount equal to five per cent (5%) of the amount of tenant's or subtenant's gross sales made in, upon or from each of the buildings on the PREMISES during each calendar year of the term of the lease, less the aggregate amount of the monthly rental previously paid by the tenant (SELLER) for each such calendar year.

IX. ESCROW OF DEPOSIT MONEY

The PURCHASER shall pay the deposit as per Paragraph II simultaneously with PURCHASER's execution of this Agreement, which sum has been paid to Lawyers Title Insurance Corporation to be held in escrow by it upon the following conditions:

A. If PURCHASER shall fail, neglect, or refuse to consummate this Agreement in accordance with the terms and conditions herein set forth, through no fault of SELLER, SELLER shall retain such down payment as its liquidated damages and parties hereto shall be released from any and all further obligation hereunder.

B. If the SELLER shall default under this Agreement, PURCHASER shall have all of his rights under the law pertaining to such default, including but not limited to the right specific performance of this Agreement, and the recovery of reasonable attorney's fees and court costs expended by PURCHASER in connection with the enforcement of his right hereunder. If SELLER shall be unable to convey title to PURCHASER in accordance with this Agreement, after making

bona fide diligent efforts to clear any clouds which may exist upon its title or objections to title by PURCHASER shall have the option of either accepting title in its existing condition or of obtaining the return of his deposit along with payment by the SELLER to PURCHASER of all expenses reasonably incurred by PURCHASER in connection with this transaction, including but not limited to, mortgage procurement costs, title insurance expenses, attorney's fees, travel expenses and long distance telephone charges.

C. SELLER hereby authorizes and directs the escrowee, Lawyers Title Insurance Corporation and said escrowee hereby agrees to abide by the instruction contained in EXHIBIT C.

D. Upon the receipt of consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, the escrowee shall record the instruments held in escrow relative to the respective locations, namely, the warranty deed, the subordination agreement(s), the first mortgage to PURCHASER'S lender, (MARQUETTE CREDIT UNION, a credit union organized under the laws of the State of Rhode Island with a principal place of business in the City of Woonsocket, R.I.) together with the real estate Masterlease.

X. BROKER'S COMMISSION

It is mutually acknowledged that William Halliwell, real estate broker, was responsible for said sale by the SELLER to the PURCHASER. SELLER agrees that the purchase price shall be reduced by the amount of five per cent (5%) of the purchase price on the sale of the premises described in Exhibit A in consideration of the agreement of the PURCHASER, who hereby assumes the obligation to pay said broker directly.

XI. NOTICES

Any notices to be given by either party hereto shall be sent by registered mail or certified mail, postage prepaid:

TO SELLER: 9808 Wilshire Boulevard
Beverly Hills, California 902[illegible]

TO PURCHASER: Michael A. Abatuno, Trustee
506 Industrial Bank Building
Providence, Rhode Island 0290[illegible]

or at such other address as may be designated in writing by such party.

XII. INTEGRATION OF AGREEMENT

This Agreement and the documents referred to herein shall be construed together and constitute the entire Agreement between the parties and supersede all prior negotiations, understandings, and agreements, if any.

XIII. EFFECT OF AGREEMENT

This Agreement shall become effective only upon the execution thereof by SELLER and PURCHASER. The execution of this Agreement and the lease attached thereto by the SELLER-tenant is subject to the SELLER-tenant's obtaining all required consents. In the event of SELLER-tenant's failure obtain all required consents within ten (10) days of the date hereof, then the earnest money deposits referred to above shall be refunded to the PURCHASER.

XIV. LAW GOVERNING

This Agreement shall be governed by the laws of the State of Rhode Island both as to interpretation and perfor[illegible]

002336

That certain lot or parcel of land and premises, with the improvements, easements and appurtenances thereunto belonging, situate, lying and being in Montgomery County, State of Maryland, namely: Lot numbered Thirty-two (32) in Block lettered "E" in the subdivision known as and called "Triangle Park", as per plat field in Plat Book 89 at Plat No. 9532 one of the Land Records of Montgomerly County, Maryland.

EXHIBIT A

INTERNATIONAL HOUSE OF PANCAKES

SUBLEASE

This Sublease made and entered into by and between Ihop Corp. of Wheaton, Md. a corporation, hereinafter called "Sublessor" and Thomas Busby, hereinafter called "Sublessee".

WITNESSETH

I

DESCRIPTION OF PREMISES

Sublessor hereby subleases to Sublessee, and Sublessee hires from Sublessor, on the terms and conditions hereinafter set forth, and subject to the terms of the lease between Sublessor and its Landlord (hereinafter called the "master lease"), those certain premises with the appurtenances described on Exhibit "A" attached hereto, together with the INTERNATIONAL HOUSE OF PANCAKES building on or to be erected on said premises.

II

USE OF PREMISES

The demised premises shall be used only for the purpose of conducting thereon an INTERNATIONAL HOUSE OF PANCAKES restaurant franchised by Sublessor, and shall be used solely in conformity with the provisions of the franchise agreement. It is expressly understood and agreed that this sublease may be terminated, at the option of Sublessor, in the event of any termination, for any cause, of the franchise agreement.

III

TERM

The term of this Sublease shall be twenty (20) years from the date hereof; provided, however, that notwithstanding any provision of this Sublease to the contrary, the term of this Sublease shall not extend beyond the termination of the master lease; and provided further, that the term may be extended as provided in the franchise agreement. Sublessee's obligations hereunder, however, shall not commence until after the Sublessee shall have possession of the restaurant.

IV

RENT

A. Sublessee shall pay to Sublessor a minimum rental each week for the term hereof of $ 395.00, payable on Monday of each week following that the Sublessee shall take possession of the restaurant.

B. In addition to the foregoing minimum rental, Sublessee shall pay each week as aforesaid, a percentage rental in an amount equal to ten percent (10%) of all gross sales in excess of Four Thousand Dollars ($4,000) based on Sublessee's gross sales for the preceding week. Gross sales are defined as the amount of all sales of food, good wares, merchandise and services made in, upon, or from the demised premises, whether for cash or on credit (and if on credit, whether or not payment is received therefor). There shall be deducted from gross sales for purpose of said computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which by law are chargeable to customers, and the amount of any actual refunds, exchanges, overrings, and allowances given to customers in good faith.

C. Sublessee shall pay to Sublessor as additional rental, when billed therefor, all increases in real property taxes (including assessments) on the demised premises, if any. Such amount shall be equal to the amount, if any, by which the taxes assessed against the demised premises during the term hereof shall exceed the amount of such taxes assessed against the demised premises for the first year in which the building shall be erected and completed thereon.

D. Each sale, and the amount thereof, shall be recorded when the sale is made. The books and records of Sublessee shall be made available for inspection by Sublessor or its agents at any time during business hours. Such books and records, including cash register tapes, shall be preserved by Sublessee for at least two years.

V

REPAIRS AND MAINTENANCE

Sublessor agrees to and will keep and maintain the roof and exterior walls but not including any exterior doors, windows or other glass, in good order, condition, and state of repair. Sublessee agrees to and shall, at its own cost and expense, keep and maintain all of the remainder of the demised premises, including, without limitation, the interior of the building, windows and other glass and all of the exterior of the demised premises, including, without limitation, the parking area and exterior lighting, all signs, landscaping and exterior doors, in good condition and state of repair at all times during the term of this sublease.

EXHIBIT B

VI

INSURANCE

Sublessor will, on behalf of Sublessee, cause to be obtained and Sublessee agrees to keep in force during the term hereof, at Sublessee's expense, fire insurance with extended coverage endorsement on the building in an amount equal to the full insurable value thereof, excluding foundation and excavating costs, and public liability insurance in a sum not less than $50,000 for injury to one person, and not less than $500,000 for injuries to more than one person arising out of the same casualty, and insurance against damage to property in a sum not less than $25,000 and such other insurance as may be required by the master lease or Sublessor. All said policies shall be issued for the benefit of Sublessor, Sublessee and Landlord, and shall be carried and maintained with standard solvent stock or mutual insurance companies.

VII

ASSIGNMENT

Sublessee shall not assign or hypothecate this sublease, or any interest therein, or any portion thereof, nor shall Sublessee sublet any portion of the demised premises nor permit any other person (the agents and employees of Sublessee excepted) to occupy or use said premises or any part thereof, without first having obtained the written consent of Sublessor. This sublease shall not, nor shall any interest therein, be assignable, as to the interest of Sublessee, by operation of law, without the written consent of Sublessor.

VIII

REMEDIES OF SUBLESSOR ON DEFAULT

In the event of any breach of this sublease by Sublessee, then Sublessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Sublessee. Should Sublessor at any time terminate this sublease for any breach, in addition to any other remedy it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this sublease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Sublessee to Sublessor. The remedies herein stated shall not be deemed to be exclusive, but are cumulative of and in addition to all other remedies Sublessor may have at law or in equity.

IX

NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by registered or certified mail, with return receipt requested, postage prepaid. Any notice to Sublessor shall be in duplicate. One copy shall be addressed to it at 6817 Lankershim Boulevard, North Hollywood, California, Attention: Director of Operations, and the other copy shall be addressed to it at the regional office for the Sublessor closest to the demised premises. Any notice to Sublessee may be addressed to him at the address of the demised premises. Either party may designate another address at any time by appropriate written notice to the other.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this sublease this 23rd day of February, 1970.

APPROVED
Murray Posin

"SUBLESSOR"

Ihop Corp. of Wheaton, Md.

by _____

"SUBLESSEE"

_____

EXHIBIT B

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instructions to which SELLER hereby authorizes the escrowee, LAWYERS TITLE INSURANCE CORPORATION, and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 2526 University Boulevard, Wheaton, Maryland (described in Exhibit A), are not to be delivered or recorded by Escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Seventy Nine Thousand Two Hundred Forty Three ($279,243.00) Dollars (reduced by closing costs not in excess of One Thousand ($1,000.00) Dollars together with an adjustment of rent and title insurance premium), payable to Security Pacific National Bank, as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank, as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instruments may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which this escrow is created is subject to the receipt of Consent from Security Pacific National Bank, as Agent for the lenders of the SELLER, and that in the event such consent is not obtained, the undersigned shall be entitled to a return of all monies without recourse to either party.

REAL ESTATE MASTER LEASE

THIS LEASE, made this day of , 19 and between MICHAEL A. ABATUNO, Trustee under an Indenture Trust dated February 28, 1972, known as the CREPE TRUST, successor(s) and assigns, hereinafter referred to as LANDLORD, and INTERNATIONAL INDUSTRIES, INC., a Delaware corporation with its office and principal place of business at 9808 Wilshire Boulevard, Beverly Hills, California 90212, hereinafter referred to as TENANT.

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to and TENANT hires from LANDLORD for the term and according to the covenants and conditions contained herein all that certain lot or parcel of land together with the improvements thereon known as 2526 University Boulevard, Wheaton, Maryland at the southeasterly corner of University Boulevard and Grandview Avenue in the City of Wheaton, Montgomery County, State of Maryland, and more particularly described in EXHIBIT A, which exhibit is attached to and made a part of this lease (all of the foregoing hereinafter referred to as the "PREMISES").

2. ASSIGNMENT OF SUBLEASES: LANDLORD hereby assigns to TENANT all of LANDLORD's right, title and interest in and to the lease affecting the premises now in effect or hereafter entered into and all of the terms thereof, which TENANT agrees to perform and

002341

particularly described in EXHIBIT B. In regard to such sub-lease, TENANT shall have all the rights of a sublessor including the right to terminate, the right to receive the rent, and the right to extend any such sublease for a term not exceeding twenty (20) years from the date of this lease. TENANT agrees to indemnify and hold LANDLORD harmless for any claim, loss or liability that may arise out of any such lease and TENANT assumes any duty or liability to any duty or liability to any of its franchisees, licensees, tenants or subtenants created by any such lease.

3. TERM. The term of this lease shall commence on the date hereof and shall end twenty (20) years after the date of the payment of rent, as specified in Section 4.

4. RENT. The fixed minimum annual rental for the premises situated at 2525 University Boulevard, Wheaton, Maryland (described in EXHIBIT A) shall be Thirty Five Thousand Two Hundred Seventy Two and 80/100 ($35,272.80) Dollars payable by the TENANT to LANDLORD during the full term in two hundred forty (240) equal monthly installments of Two Thousand Nine Hundred Thirty Nine and 40/100 ($2,939.40) Dollars payable on the first day of each calendar month.

If the first day upon which rent becomes payable is other than the first day of any calendar month, the rent for the balance of said month shall be prorated and paid by TENANT

(10)

VAUGHAN · CLONTZ, INC.

450 KNOLLWOOD STREET • WINSTON-SALEM, N. C. 27103 • TELEPHONE (919) 765-3900

January 28, 1971

Mr. Paul L. Burns, Vice-President
Wachovia Mortgage Company
P. O. Box 3015
Winston-Salem, N. C. 27102

Re: International Industries Property
House of Pancakes
2526 University Blvd., West
Wheaton, Maryland

Dear Mr. Burns:

Pursuant to your recent instructional letter, and upon receipt of required exhibits from International Industries, Inc., we are pleased to advise you that an on-site inspection of the property has been made and we have secured and analyzed data believed relative to the valuation thereof. The attached report sets forth only the more pertinent data relative to the value conclusion stated therein.

Based upon our investigation, it is concluded that the above captioned property, land and improvements, has a value as of November 19, 1970, in the order of:

TWO HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

($277,700.00)

I certify that I have no past, present, or contemplated future interest in the property herein appraised. If any portion of this report requires amplification or clarification, please advise us immediately.

Very truly yours,
VAUGHAN-CLONTZ, INC.,

O. J. Clontz, Jr.,
MAI, SRA, Appraiser

OJC:el

enclosure

002369

INTERNATIONAL HOUSE OF PANCAKES
2526 University Blvd., West
Wheaton, Maryland
November 19, 1970

1. SITE INSPECTION:

On November 19, 1970, Mr. Thomas C. Busby, Manager of this restaurant was contacted. He was very cooperative in the inspection of the property and furnished all information which was requested. He said that business had been good since the opening of the restaurant on August 28, 1970. Parking was a problem due to the relatively small size of the subject lot and the lack of adequate off-street parking area in the immediate vicinity.

2. NEIGHBORHOOD INFORMATION:

The subject property is located in the southeastern quadrant of University Boulevard and Grandview Avenue in Wheaton. This is considered to be near the center of the central business district of the city.

Wheaton is a rapidly expanding suburb of Washington, D.C. Its current population is estimated to be 70,000, and the majority of the working force is employed in Washington. This city is just north of the Washington belt-line and satisfactory access is provided to all areas of the city.

University Boulevard is a six lane highway and an additional turn lane at Grandview Avenue. This street has concrete curb, gutter, and sidewalk. It is a primary east-west street connecting the residential areas of the city to the central business district. Grandview Avenue is also six lanes in width beside the subject property, however it narrows as it extends northward from the central business district. The northern extension of this street is residential, however it has a rather heavy concentration of commercial development near the central city area. Georgia Avenue which extends northward from Washington is one block east of the subject. This is a heavily traveled street which is used as access to the belt-line highway and the northern areas of Washington. Viers Mill Road is located one block west of the subject, and this is a heavily traveled street which serves the western residential areas and intersects Georgia Avenue approximately 3 blocks south of the subject. Approximately 2 blocks west of the subject is the Wheaton Plaza Regional Shopping Center which contains over 70 commercial establishments. There are many other smaller stores and office buildings

Chas. Rooky Service Company

002370

NEIGHBORHOOD INFORMATION - Continued:

in the immediate vicinity of the subject.

It is concluded that this property is well located in the central section of the city where there are a sufficient number of offices and businesses which provide an adequate number of customers for the successful operation of the subject restaurant. Although there is a city parking lot one block south of this site, parking in the immediate vicinity of this restaurant is extremely limited and may be a somewhat detracting influence upon this site.

This area is zoned Commercial C-2 which provides for all of the facilities which are normally found in the central business area of a city. All city utilities, including natural gas, are available to this area. Tax data is omitted from this report by permission since it is not meaningful to the purpose of this appraisal.

3. SITE DESCRIPTION:

The subject lot has approximately 70' of frontage on University Boulevard, 86' of frontage on Grandview Avenue, 54' of frontage on Ennalls Avenue, and contains an area of 10,439 ☐. For graphic identification of this irregularly shaped lot the reader should refer to the property sketch in the addenda of this report.

This lot is generally at grade with each of these streets and has a moderate downward slope from north to south. There is a curb-cut on University Boulevard at the eastern property line and a curb-cut on Ennalls Avenue. There is a large paved parking area to the rear of the adjoining stores which front on Ennalls Avenue, however a chain mounted on pipe supports has been placed along the eastern property line of the subject. All of the subject lot, with the exception of the building site, has been paved. Due to the irregular shape of this lot and the necessity of adding a driveway between University Boulevard and Ennalls Avenue, there is room to park only approximately 10 cars on this site. There is metered parking along Grandview Avenue, however no parking is allowed on University Boulevard.

Due to the slope of the land drainage appears to be adequate. There are no known sub-soil conditions which restrict the utility of this lot. The primary detracting influence from this site is the lack of parking spaces. However, there seems to be a sufficient number of nearby offices and stores which can provide a sufficient number of customers to make this

SITE DESCRIPTION - Continued:
an economically sound restaurant site.

4. IMPROVEMENT DESCRIPTION:

The improvement, an International House of Pancake Restaurant, appears to be in general conformity to the plans and specifications submitted by International Industries to this office. Primary deviations is the fact that this restaurant lacks approximately 10' in length of the standard restaurant. It has been calculated that this structure contains approximately 2,270 ℄ of enclosed first floor area and 483 ℄ in a mezzanine or second floor area. There is also a small basement equipment room which is at ground level with the rear of the building. The first floor is utilized as dining and food preparation-serving area, while the second floor is used for various forms of storage, machinery housing and employee locker rooms. The rear food preparation and storage area of the building is 10' shorter than indicated on the plans. This has required some relocation of machinery and storage facilities, however this has not materially affected the functional utility of the building.

Like all International Pancake Houses, the structure is of unique architectural styling and appears to be highly functional to the end that it is designed to serve. Structural quality, maintenance inside and out, and the unique architectural style and structural components result in the substantial construction cost.

On-site parking is restricted to about 10 spaces primarily to the rear of the building. This appears to be minimal but adequate in light of the rather substantial foot traffic available to the site.

The building costs supplied by International Industries of $137,653.00 indicates a construction cost of $60.64 per square foot of ground floor area. In October of this year data was secured from the Atlanta offices of International Industries relative to the construction of a new International House of Pancakes during this year in Winston-Salem. From this data it was calculated that the unit cost of this structure was $45.11 per square foot of ground area which did not include any consideration for paving, landscaping, and the larger exterior signs. Thus, it can be reasonable concluded that the submitted improvement cost is within the realm of reason.

The cost certification required to be submitted to this office by International Industries is in the addenda of this report.

5. COST APPROACH TO VALUE:

(A) Land Value by Comparison:

Several sales in the central business district of Wheaton were compiled and investigated. Three of these sales and one offering were believed to be reasonably pertinent to the valuation of this land and a comparison of these lots with the subject follows:

Sale #1 - During July of 1968 Lloyd Odendhal sold a lot to McDonalds Corporation. This lot is approximately 2 blocks west of the subject on the north side of University Boulevard and east side of East Avenue. The sales price of $398,000.00 indicates a unit price of $21.23 for this 18,748 ☐ lot.

In comparing this sale with the subject, some upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and date of appraisal. The location of this lot is also considered to be superior to the subject since it is directly across the highway from Wheaton Plaza Shopping Center. Also, some downward adjustment should be made for conditions of the sale since it is general knowledge that McDonalds Corporation was highly desirous of this location, had previously leased this land, and paid the asking price with little negotiation between the buyer and seller. Considering these factors it is concluded that a downward adjustment of 35% would be appropriate when this sale is compared with the subject. As applied to the purchase price this would indicate a unit value of $13.80 for the subject.

Sale #2 - In December of 1966 T. & J. Investment Corporation sold a lot to Firestone Investment Corporation. This lot is located approximately one block north of the subject in the northwestern quadrant of the intersection of Georgia Avenue and Blueridge Avenue. The sales price of $305,244.00 indicates a unit value of $11.00 per square foot for this 27,767 ☐ lot.

In comparing this sale with the subject, some upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and date of appraisal. The location of this lot is considered equal to that of the subject. The larger size of this sale is considered to have reduced its overall unit price slightly. However, the much greater street frontage on Georgia Avenue is considered to be a definite advantage for the sale. From a comparison of this sale with the subject, it is concluded that a net upward adjustment of 25% would be appropriate, and as applied to the purchase price of the sale would indicate a unit value of $13.75 per square foot for the subject.

COST APPROACH - Land - Continued:

Sale #3 - In June 1968 R. McAnallen sold a lot to Thomas A. Amatucci. This lot is approximately one block north of the subject and has access from Georgia Avenue, Blueridge, and Grandview Avenues. A sales price of $130,000.00 indicates a unit value of $8.13 per square foot for this 16,000 ☐ lot.

In comparing this sale with the subject, an upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and data of appraisal. The location of this sale lot is also considered to be inferior to the subject since its primary frontage is on a secondary street and it has only a entry-way from Georgia Avenue. Considering these factors, it is concluded that a net upward adjustment of 35% would be appropriate in a comparison of this sale with the subject, and this would indicate a unit value of $10.98 for the subject.

Offering #4 - A lot located at the corner of Blueridge and Grandview Avenues and having limited frontage on Georgia Avenue is currently offered for sale. 24,000 ☐ of this land is zoned C-2 Commercial, the same as the subject, and this is being offered for sale at $360,000.00 or $15.00 per square foot.

In comparing this offering to the subject, some downward adjustment is necessary since this is an offering rather than a completed transaction and this lot has been on the market for several months with little interest being shown. The location of this offering is considered to be slightly inferior to the subject since it has primary frontage on two secondary streets. The much larger size of this lot is considered to have somewhat reduced its overall unit value. Considering all of these factors, it is concluded that a net downward adjustment of 10% would be appropriate in a comparison of this offering with the subject. Applying this adjustment to the offering price, a unit price of $13.50 per square foot is indicated for the subject.

CORRELATION AND CONCLUSION

Each of the sales which have been cited are considered to be general comparable with the subject land and to give a good indication of its value. Primary consideration was given to date of sale and location. The subject is located in the heart of the central business district of the city. It should be noted that the subject sold in March of 1970 for an indicated consideration of $135,000.00.

COST APPROACH - Correlation and Conclusion - Continued:

Greatest weight is given to Sales #2 and Offering #4 due to the frontage of Sale #2 on Georgia Avenue and the current date of the offering Therefore, based upon the sales which have been cited and the appraisers interpretation of/the local real estate market, it is concluded that the subject would have a current value in the order of $13.40 per square foot. On this basis, the value of the land can be shown as follows:

10,439 ☐ × $13.40/ ☐ = $139,883., rounded to $140,000.00

LAND VALUE - $140,000.00

(B) Improvements:

As previously stated, the improvements appear to have been constructed in substantial conformity to the plans and general specifications submitted to this office. The reported cost of the improvements of $137,700., (rounded) is slightly less than for other similar Pancake Houses, however it is noted that this building has less square footage than is typical for other improvements of this type. Therefore, the certified value of $137,700. is considered reasonable and is adopted as the value of the improvements. A certification as to actual costs submitted by International Industries will be found in the addenda of this report.

6. ESTIMATE OF VALUE:

Pursuant to instructions from Wachovia Realty Investments, neither the market data nor investment income approach is desired or required to be developed. Thus, the indicated value as developed through the cost approach is herewith adopted as my judgment as to the value of the property.

LAND VALUE -	$140,000.
IMPROVEMENT VALUE -	137,700.
ESTIMATED CURRENT VALUE -	$277,700.

002375

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description given to the appraiser is assumed to be correct; however, it has not been confirmed by a survey. The appraiser assumes no responsibility for such a survey or for encroachments or overlapping which might be revealed thereby.

The appraiser assumes the title to the property is held in fee simple and no liens or encumbrances were considered.

All data used in this report have been obtained from sources believed to be reliable and have been verified in every possible instance. The accuracy of the data, however, cannot be guaranteed.

The sketches included in the report are for illustrative purposes only and are for the purpose of aiding the reader in visualizing the property.

The appraiser, by reason of this appraisal report, shall not be required to give testimony or attendance in court with reference to the subject property unless arrangements have been previously made therefor.

This report, in total or in part, cannot be published without written consent of this appraiser.

CERTIFICATE OF APPRAISAL

I hereby certify that I have personally inspected the subject property for the purpose of estimating its market value as of November 19, 1970. I have tempered my experience and judgment by assemblying and analyzing all known information, data and facts believed to have significant bearing on the value of the property.

I also certify that I have no present or contemplated future interest in the property under appraisement, and that my compensation for this appraisal service in no way is related to the valuation reported. This report is made in general conformity with the standards and rules of the professional ethics of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers.

It is my opinion, based upon the appraisal report of which this is a part, that the market value of the subject property as of November 19, 1970, is:

TWO HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS
($277,700.00)

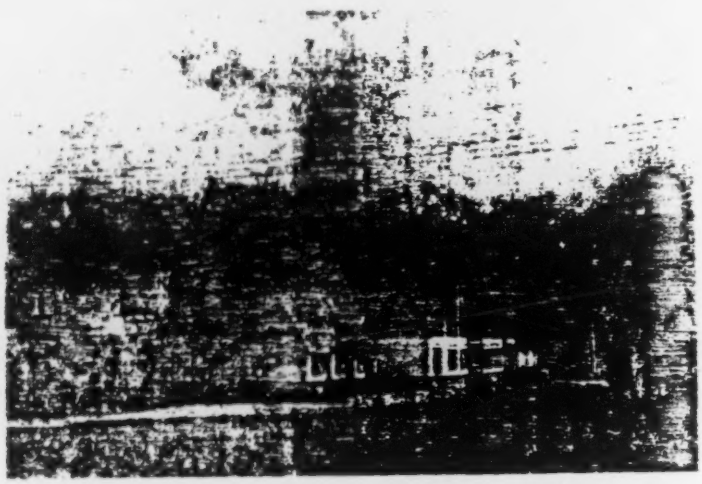
002376

12 8 71
(Date)

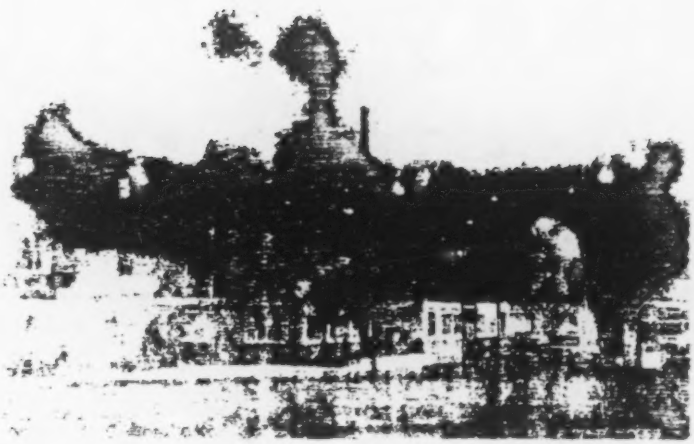
R. L. Harlan
R. L. Harlan, SRA, Appraiser

1292

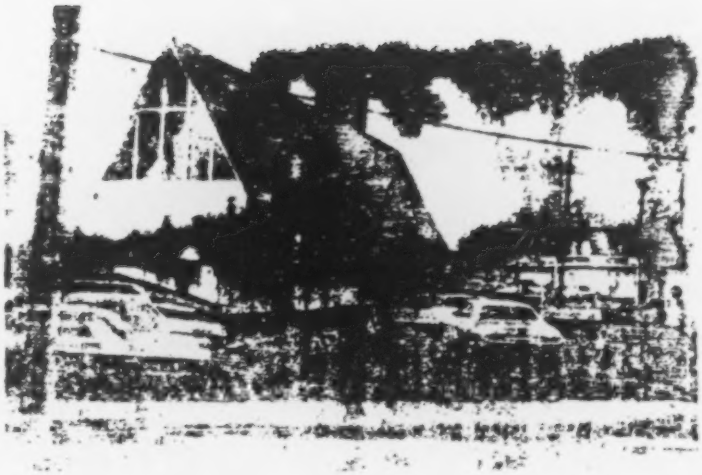
INTERNATIONAL HOUSE OF PANCAKES
3526 University Blvd., West
Wheaton, Maryland



002377

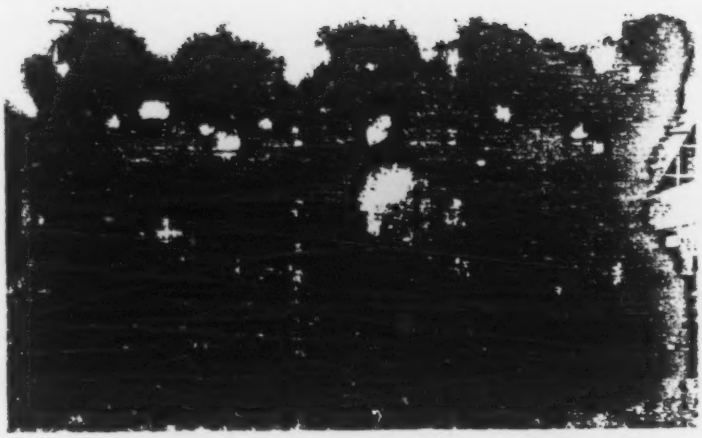


002378

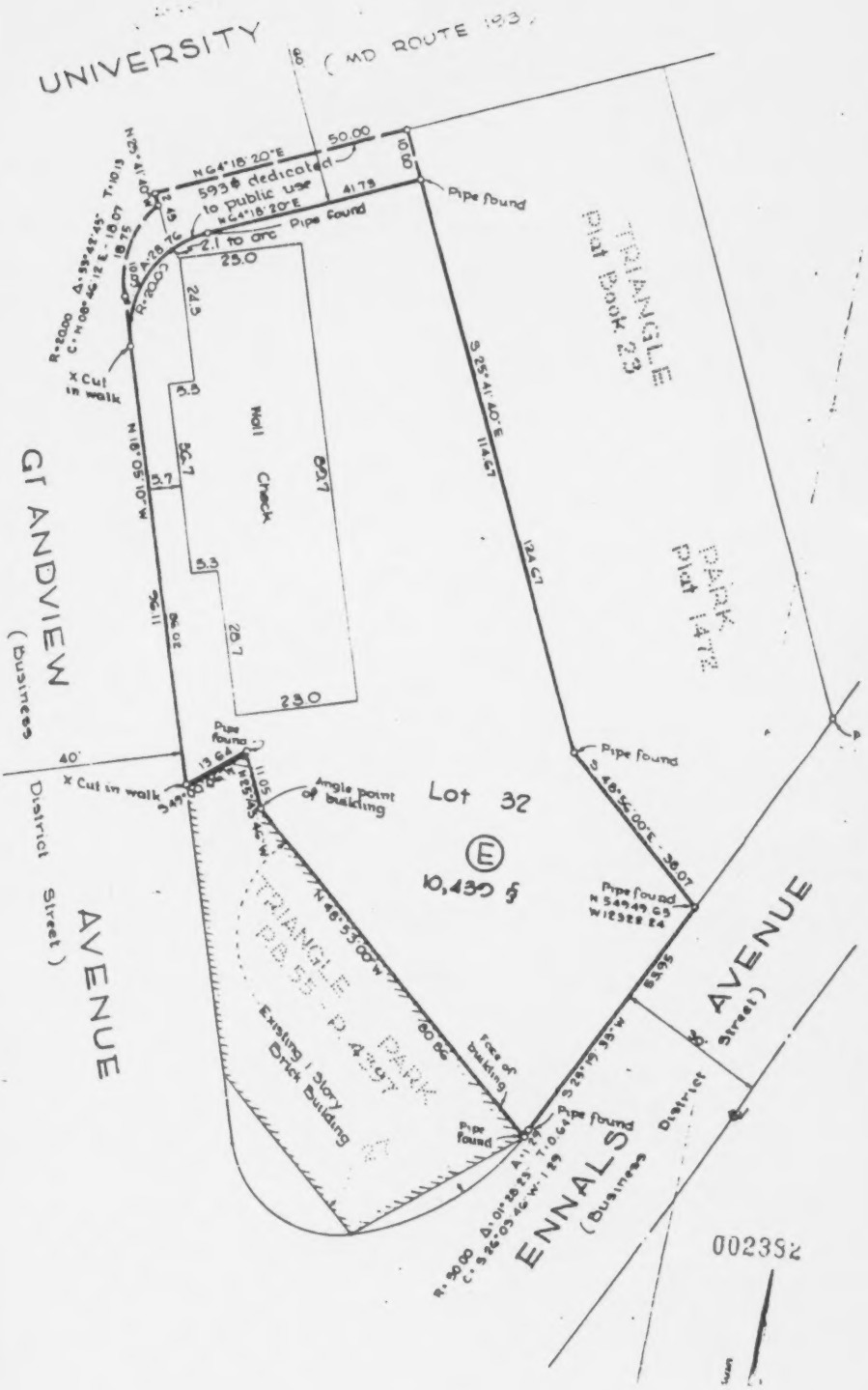


002379

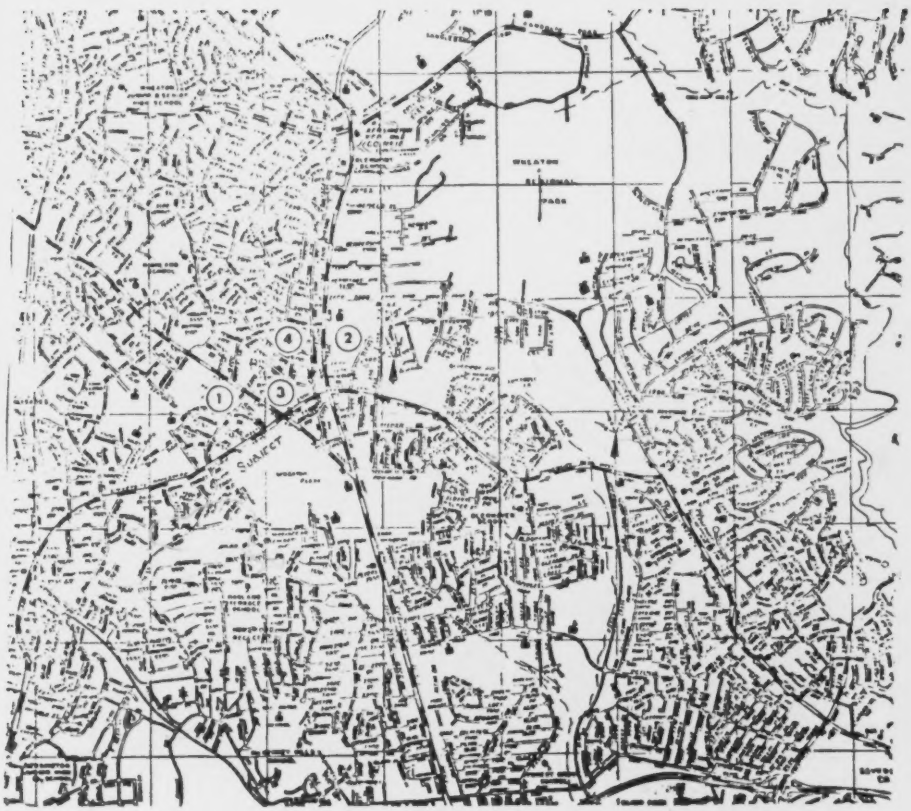
002330



002381


UNIVERSITY
(MD ROUTE 193)
N64°18'20"E 50.00
593 ft dedicated to public use
N64°18'20"E 417.3
Pipe found
2.1 to arc
Pipe found
TRIANGLE
Plat Book 23
PARK
Plat 147
S 25°41'40"E 114.67
124.57
Wall Check
80.7
25.0
24.9
5.9
36.7
3.7
N 18°50'10"W 96.11
86.05
25.3
23.0
5.3
GT ANDVIEW
(business
District
Street)
AVENUE
40'
X Cut in walk
Pipe found
13.64
N 42°34'45"W 11.05
Angle point of building
Lot 32
E
10,430 sf
Pipe found
S 48°36'00"E 38.07
Pipe found
N 54°49'03"
W 123.28'E4
N 48°53'00"W 80.06
TRIANGLE PARK
PB 55 - P 43 & 47
Existing 1 story Brick Building
Face of building
S 29°19'33"W 83.95
Pipe found
Pipe found
AVENUE
30' Street)
ENNALS
(Business
District
R=50.00 Δ=01°28'23" T=0.64 L=1.29
C=S 26°03'46"W
002352

International House of
Pancakes Property
2220 University Blvd., West
Wheaton, Maryland



WHEATON AND VICINITY

40 41

002383

QUALIFICATIONS OF APPRAISER

O. J. Clontz, Jr., SRA, MAI - Vaughan-Clontz, Inc.

450 Knollwood Street, Winston-Salem, North Carolina 27103

EDUCATION:

General - B. S. in Business Administration, High Point College, High Point, North Carolina, 1950

Special - Course 1 - University of Connecticut, Sponsored by the American Institute of Real Estate Appraisers, 1960

Course 2 - University of Georgia, Sponsored by the American Institute of Real Estate Appraisers, 1961

Course 3 -(Farm) - Clemson University, Clemson, S.C., Sponsored by American Institute of Real Estate Appraisers, 1965

Course 1 - University of North Carolina, Sponsored by the North Carolina Association of Real Estate Boards, 1957.

Course 1 - Institute of Property Management, Atlanta, Ga. 1970

EXPERIENCE:

1954-58 - General Real Estate Business Specializing in Sales and Construction.

1958-60 - Staff Appraiser, Federal Housing Administration, Covering Most of North Carolina out of Greensboro, N. C.

1960 - Assistant Chief Appraiser, Federal Housing Administration, Greensboro, N.C.

1960-62 - Division Appraiser, N. C. State Highway Commission, covering Piedmont North Carolina from Winston-Salem, N. C.

1963-65 - President, The Clontz-Young Company, A Real Estate Firm, Primarily engaged in Appraising Real Property.

1966-70 - President, Clontz Realty Service Company, A Real Estate Firm, Primarily engaged in Appraising Real Property.

1970 - Current - Vice-President, Secretary, Vaughan-Clontz, Inc., A Real Estate Firm specializing in Commercial and Investment Properties, Residential, Brokerage, Property Management, and Appraisals.

1968-69-70 - Instructor in Appraising, Realtors Institute, University of North Carolina, Chapel Hill, North Carolina.

TERRITORY SERVED - NORTH CAROLINA - VIRGINIA - AND WEST VIRGINIA:

Types of Properties Appraised:

Commercial - Small and Large
Industrial - Small and Medium
Residential - All sizes
Farm - All Sizes
Special Purpose - Churches, Land Analysis Studies
Air Rights

the Realty Service Company

0.02384

CLIENTS INCLUDE:

Major Oil Companies, ESSO, Texaco, Gulf, Atlantic
Mt. Airy Industrial Development Corporation
Federal Housing Administration
Duke Power Company
Southern Bell Telephone & Telegraph Company
Veterans Administration
N. C. State Highway Commission
Western Electric Company
Motorola Corporation
Attorneys - Re: - Estate
Individuals
Rockingham Urban Renewal Commission
General Motors
U. S. Treasury Department
The State Road Commission of West Virginia
Virginia Department of Highways
Wachovia Bank and Trust Company
International Business Machines

PROFESSIONAL AFFILIATIONS AND ACTIVITIES:

M.A.I., American Institute of Real Estate Appraisers
S.R.A., Society of Real Estate Appraisers
Past President, Vice-President, Piedmont Chapter No. 153
Society of Real Estate Appraisers
American Right of Way Association Treasurer 1969 & 1970
Winston-Salem Board of Realtors, 3 year Board of Directors,
Vice President 1971-1972
Member of Winston-Salem Multiple Listing Service, Former Treasurer
N. C. Licensed Real Estate Broker
Secretary of Carolina Chapter 40, American Institute of Real Estate Appraisers

CURRENT:

Currently completing an assignment for Wachovia Realty Investments Trust, a Subsidiary of Wachovia Bank, for mortgage loan purposes. One assignment covered 28 properties in 9 states from Massachusetts to Oregon. The other covered 29 parcels in 11 mid-west and southeastern states.

AFFADAVIT OF ROD MAC PHERSON, JR.

President - The International House of Pancakes

State of California
County of Los Angeles

I, Rod Mac Pherson, Jr., President of the International House of Pancakes being first duly sworn, say:

At my direction the following analysis of land and construction costs has been prepared which sets forth the land and construction costs which have been paid as of August 30, 1970, and an estimate of final costs, where applicable, with regard to the site located at 2526 University Blvd., West, Wheaton, Maryland.

	Ledger Balance 8/30/70
Land Cost	$ 139,985.00
Building Cost (General contractor, owner's buyouts, architect & engineering fees, drawings, surveys, soil tests, pylon sign)	$ 90,302.00
Construction and Real Estate Overhead	$ 10,000.00
Interest Expense	$ 7,605.00
Total Cost	$ 247,892.00
Estimate to Complete	$ 29,746.00
Final Cost	$ 277,638.00

002386

Rod MacPherson, Jr., President

Sworn to before me
on October 7, 1970
Louise Williams
Notary Public for the County of Los Angeles
State of California

OFFICIAL SEAL
LOUISE WILLIAMS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

POLICY OF TITLE INSURANCE

SCHEDULE A

AMOUNT	NAME OF INSURED	DATE OF POLICY
$283,000.00	MARQUETTE CREDIT UNION	March 7, 1973

1. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is

... Fee simple ...

2. The estate or interest referred to herein is at Date of Policy vested in

Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, as amended, known as the Crepe Trust

3. The [illegible] mortgage and the assignments thereof, if any, are described as follows:

Mortgage from Michael A. Abatuno, Trustee under Indenture of Trust dated February 28, 1972, as amended, known as the Crepe Trust, to Marquette Credit Union, dated February 26, 1973, recorded March 7, 1973, in Liber 4345, Folio 897, in the Clerk's Office Circuit Court, Montgomery County, Maryland, to secure $283,000.00.

4. The land referred to in this policy is described as follows:

Lot numbered 32, in Block lettered E, in the subdivision known as "TRIANGLE PARK", as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 89, at Plat 9532.

Countersigned:
Lawyers Title Insurance Agency, Inc.
Bethesda, Maryland

President

002387

Lawyers Title Insurance Corporation

A Stock Company

Home Office - Richmond, Virginia

SCHEDULE B—PART I

This Policy does not insure against loss or damage by reason of the following:

1. Taxes subsequent to those for the levy ending June 30, 1973.

2. Washington Suburban Sanitary Commission taxes, charges and assessments subsequent to those for the calendar year ending December 31, 1972.

3. Restrictive covenants recorded in Liber 3939 at Folio 703, among the Land Records of said county. Policy insures that said covenants have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.

4. Terms and provisions of Lease between Michael A. Abatuno, Trustee under an Indenture of Trust dated February 28, 1972, as amended, known as the Crepe Trust, and International Industries, Inc., a Delaware Corporation, dated July 14, 1972, recorded March 7, 1973, in Liber 4345, Folio 894, in the Clerk's Office, Circuit Court, Montgomery County, Maryland.

5. Rights of tenants in possession under unrecorded leases.

SCHEDULE B—PART II

1. Said Lease recorded in Liber 4345, Folio 894, has been subordinated to the Mortgage recorded in Liber 4345, Folio 897, by Agreement recorded in Liber 4346, Folio 001.

P 266211

002333

Lawyers Title Insurance Corporation
A Stock Company
Home Office - Richmond, Virginia

SCHEDULE B cont'd

PART II

2. Collateral Assignment of the Real Estate Masterlease recorded in Liber 4346, Folio 031.

3. Collateral Assignment of Rents recorded in Liber 4346, Folio 035.

CURRENT PERSONNEL

Charles A. Paquin, President & Treasurer/C.E.O.
656 Fifth Avenue
Woonsocket, RI 02895

Jean-Paul Soucy, Attorney/Director M.C.U.
530 So. Main Street
Woonsocket, RI 02895

FORMER PERSONNEL

Charles M. Leveillee (Past President)
(address unknown)

Edgar C. Turcotte, Jr.
245 Campeau Street
Woonsocket, RI 02895

002390

INTERNATIONAL INDUSTRIES, INC.
STATUS REPORT - REAL ESTATE HELD FOR SALE
MAY 30, 1971

INTERNATIONAL HOUSE OF PANCAKES (P.1 of 4)

Unit Number	Location	Net Book Value	Available For Sale	In Escrow N.B.V.	In Escrow Selling Price	Under Negotiation	Fi
0301	514 8th Avenue New Westminster, B.C., Canada	$ 296.3 274.0		$ 296.3	$ 333.0		
0304	678 Number 3 Road Richmond, B.C., Canada	256.9 254.8		256.9	266.4		
0416	2000 North Marshall Winston-Salem, North Carolina	262.7 261.9				$ 262.7 (A)	
0423	3001 S. Memorial Parkway Huntsville, Alabama	230.2 228.5				230.2 (A)	
0429	4755 Highway I-55 North Jackson, Mississippi	247.5 245.6				247.5 (A)	
0430	629 Highway 31 Vestavia Hills, Alabama	281.8 280.0				281.8 (A)	
0431	3912 Airport. Blvd. Mobile, Alabama	245.1 243.1				245.1 (A)	
0432	2430 University Blvd.-East Tuscaloosa, Alabama	222.2 220.5				222.2 (A)	
0520	1002 Mertury Blvd. Hampton, Virginia	250.0 248.2				250.0 (A)	
0522	2526 University Blvd.-West Wheaton, Maryland	282.2 280.4				282.2 (A)	
0733	8461 Santa Monica Blvd. Los Angeles, Calif.	276.5 274.7		276.5	308.9		
1227	2447 [illegible]rse Road Columbus, Ohio	247.0 244.6		247.0	319.0		$ 1

2393

1306

INTERNATIONAL INDUSTRIES, INC
9800 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE 213-278-3020

August 4, 1972

Mrs. Lee Gilbert
Lawyers Title Insurance Corporation
3030 West Sixth Street
Los Angeles, California

Dear Lee:

This will confirm our telephone conversation today wherein I requested you to start the ball rolling on the sale and leaseback of the following properties to the Crepe Trust:

a) International House of Pancakes, 4340 Boston Post Road, bronx, N.Y. The selling price is $251,860.

b) International House of Pancakes and Bryman School 2412, West Holcomb Boulevard, Houston, Texas The selling price is $574,900

Enclosed you will find a marked up copy of the escrow instructions used in connection with the sale to the Crepe Trust of the International House of Pancakes, Wheaton, Maryland. You should substitute the prices and the legal descriptions, otherwise the instructions are OK. Enclosed are the legal descriptions for these two locations. However, I believe you will find that for each of these properties there is a mortgage also held by another third party. In the case of the New York location it would be North American Mortgage Investors in the amount of $198,000 and for the Houston location it would be Republic Mortgage Investors in the amount of $420,400.

In connection with these and with the Bryman School in Canoga Park, I also ask you to prepare, at your earliest convenience, the necessary releases.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jerry Fisher
Director of Real Estate

This Deed, *Made this* 6th *day of* September *in the year one thousand nine hundred and* seventy-two *, by and between*

INTERNATIONAL INDUSTRIES, INC.,
a corporation duly organized and existing under the laws of the State of Delaware. *party of the first part, and*

MICHAEL A. ABATUNO,
Trustee under Indenture of Trust dated February 28, 1972, as amended, known as the CREPE TRUST. *party of the second part:*

Witnesseth, *That in consideration of* Ten and No/100 ($10.00) ------ *Dollars, the party of the first part doth hereby grant unto the party of the second part, in fee simple* as Trustee, as aforesaid *, all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the* County of MONTGOMERY, State of MARYLAND, *described as follows, to wit:*

Lot numbered 32 in Block lettered E, in the subdivision known as "TRIANGLE PARK", as per plat thereof recorded among the Land Records of Montgomery County, Maryland, in Plat Book 89, at Plat 9532.

SUBJECT TO Restrictive covenants recorded in Liber 3939, at folio 703, among said Land Records.

INTERNATIONAL INDUSTRIES INC

9900 WILSHIRE BOULEVARD / BEVERLY HILLS, CALIFORNIA 90212
TELEPHONE 213-278-3030

September 7, 1972

Mr. Chuck Sabins
Lawyers Title Insurance Corp.
3030 West Sixth Street
Los Angeles
California 90020

Re: Your Lan 3083 - IHOP, Wheaton, Maryland

Dear Chuck:

Enclosed you will find the deed to be used in connection with the above mentioned property. Also enclosed are two secretary's certificates showing the authority for this transaction. I have requested that the fence be moved off our property. I will let you know as soon as it has been done.

Best regards.

Jerry Fisher
Director of Real Estate

JF/jw

Encs.

AMENDMENT OF TRUST
DATED July 18, 1972

WHEREAS, Fernand J. St Germain of the City of Woonsocket, County of Providence, and State of Rhode Island, hereinafter referred to as the SETTLOR, by Deed of Trust made on February 28, 1972, created the CREPE TRUST, so called; and

WHEREAS, said SETTLOR reserved the right to revoke, amend or ratify the provisions of said Trust at any time.

NOW THEREFORE, the SETTLOR, without limiting the generality of the powers granted therein, does hereby amend and modify Paragraph 4 of said Trust instrument to include the following additional power and discretion:

(i) To invest the Trust Estate in the acquisition of real estate located at 2525 University Boulevard, Wheaton, Maryland, in the sum of Two Hundred Ninety-Three Thousand Nine Hundred Forty ($293,940.00) Dollars. Said SETTLOR has reviewed the purchase agreement and Real Estate Master Lease, copies of which are attached hereto, incorporated by reference herein, and said SETTLOR does hereby authorize and direct the TRUSTEE to execute said Purchase Agreement and Real Estate Master Lease together with such other documents as are deemed necessary by said TRUSTEE, or by the Lender, MARQUETTE CREDIT UNION, in the name of CREPE TRUST created hereunder.

(j) The TRUSTEE is further authorized, directed and empowered to execute the promissory note running to Marquette Credit Union in the sum of Two Hundred [illegible] connection with the acquisition of premises re-[illegible] Paragraph (i) above.

(k) Said TRUSTEE is further authorized, directed and empowered to execute and deliver to said Marquette Credit Union the mortgage to secure the aforesaid promissory note in Paragraph (j) above, together with [illegible] and such other documents as are necessary or required by said Marquette Credit Union.

OLD STONE CORPORATION

August, 1980

Shareholder Newsletter

EARNINGS DROP 35% IN SECOND QUARTER

Old Stone Corporation's second quarter earnings were $1,883,000, down 35% from the record high earnings a year ago. Net income, after securities losses of $26,000, was $1,857,000 compared to $2,904,000 in the second quarter of 1979. For the six months ended June 30, earnings were $4,642,000, a 14% drop from last year. Net income, after $44,000 in securities losses, was $4,598,000 compared to $5,386,000 for the same period a year ago. Per share data and other highlights are presented in the accompanying table.

Earnings in the second quarter, while disappointing, were not unexpected. The extraordinarily high cost of money beginning late in the first quarter and continuing into the second, placed pressure on net interest income. Net interest income is the difference, or "spread", between interest income on assets and interest expense. The cost of deposits funding fixed rate loans shifted significantly to higher levels during this period thereby narrowing spread. Additionally, while the Bank continues to make progress in its efforts to expand its portfolio of floating rate loans, the unusual and sudden drop in the prime rate during the second quarter without corresponding relief in the cost of funds used to fund these loans added to the strong pressure on spread.

It appears, however, that interest rates have stabilized. Old Stone results for the third and fourth quarters are expected to be sufficiently improved so that earnings for this year may be approximately equal to 1979.

The contribution to earnings of UniFinancial Corporation, the Corporation's consumer financing subsidiary based in Florida, has been very encouraging. Second quarter operating results were over three times the earnings in the same quarter of 1979.

Mortgage origination and service fees earned in UniFinancial and Old Stone Bank contributed to a 141% increase in other operating income for the current quarter over last year. Management is encouraged that income from fees continues to increase both in real dollars and as a percentage of operating earnings and is optimistic that the trend will continue in the future.

If you would like additional financial information, you may obtain Old Stone's quarterly report at one of our branch offices or by calling the Investor Relations Department at (401) 737-5012.

Old Stone Corporation and Subsidiaries Consolidated
(In thousands except per share data

At June 30	1980	1979	Percent Change
Assets	$1,483,779	1,289,273	+ 15%
Loans	1,193,601	1,053,537	+ 14%
Deposits	1,246,794	1,105,861	+ 13%
Second Quarter			
Operating earnings	1,883	2,883	– 35
Per share - primary	.93	1.55	– 40
- fully diluted	.84	1.27	– 34
Net income	1,857	2,904	– 36
Per share - primary	.92	1.56	– 41
- fully diluted	.83	1.28	– 35
Average common shares outstanding	1,949,383	1,778,706	+ 10
Year-to-Date			
Operating earnings	4,642	5,392	– 14
Per share - primary	2.32	2.89	– 20
- fully diluted	2.05	2.37	– 14
Net income	4,598	5,386	– 15
Per share - primary	2.30	2.88	– 20
- fully diluted	2.03	2.36	– 14
Average common shares outstanding	[illegible]	[illegible]	[illegible]

2782

How do you feel about this proposal? Should 15% of your dividend and interest earned be withheld for tax purposes rather than paid to you? Should companies such as Old Stone bear the added cost of withholding and remitting these taxes to the Federal government? Is the withholding of taxes really needed to ensure individual compliance in income reporting when the Form 1099 reporting mechanism already exists?

Old Stone is concerned about the impact this proposal would have on all of us. We are contacting members of the Rhode Island Congressional delegation to express these concerns. However, it is much more important that your Congressmen hear directly from you, their constituents, and we urge you to write or telephone them with your opinion. Rhode Island's members of Congress can be reached as follows:

Senator John H. Chafee
301 John O. Pastore Federal Bldg.
Providence, R.I.
Tel. 528-5294

Senator Claiborne Pell
418 Federal Bldg.
Providence, R.I.
Tel. 528-4547

Representative Fernand J. St Germain
200 John E. Fogarty Federal Bldg.
Providence, R.I.
Tel. 528-4323

Representative Edward P. Beard
307 Federal Bldg.
Providence, R.I.
Tel. 528-4861

Kim Gauthier, Rhode Island's Easter Seal child, and Salty Brine of Radio Station WPRO are delighted at the results of the Meeting Street School Miracle Barrel promotion. Jewelry and silverware collected in the barrels located in all Old Stone branches earlier this year have meant a sizable contribution to the School.

Grand opening week in Westerly! Old Stone's Westerly offices at Broad St. and Franklin Plaza have been consolidated and relocated in this new facility at 9 Franklin Street.

ARE YOU HOLDING DIVIDEND CHECKS?

Please search for any dividend checks you may be holding and cash them. If you wait until a dividend check is five years old, the dividend must be turned over (escheated) to the State, and you will have to go through a lengthy process to reclaim the money. Avoid problems and inconvenience by cashing your checks promptly.

SHAREHOLDER ASSISTANCE

2783

Questions about your shareholder account, certificates, dividends, Old Stone's dividend reivestment plan? Call or write: Investor Relations Department, Old Stone Corporation, Box 1536, Providence, R.I. 02901, telephone (401) 737-5012.

OLD STONE CORPORATION

May 1980

Shareholder Newsletter

FIRST QUARTER EARNINGS UP 10%

Old Stone Corporation's net operating earnings were $2,759,000 for the first quarter of 1980, an increase of 10% over the same period last year. Net income, after $18,000 in securities losses, was $2,741,000, up 10.4%. Per share data and other financial highlights for the quarter are presented in the accompanying table.

Despite a narrowing of the net interest margin, the Corporation posted a 7.3% increase in net interest earned on a taxable equivalent basis during the current quarter from the same period last year. This increase was primarily due to the large amount of forfeited interest on time deposits because of withdrawals before maturity and a 17% growth in the amount of loans outstanding.

Other operating income in the first quarter was 95% higher than last year. A major portion was from higher mortgage origination and service fees earned in Old Stone Bank and Unifinancial Corporation, a consumer finance subsidiary of the Corporation.

(In thousands except per share data)

At March 31	1980	1979	Percent Increase
Assets	$1,450,158	1,240,166	17%
Loans	1,180,368	1,008,761	17
Deposits	1,236,365	1,065,910	16
First Quarter			
Operating earnings	2,759	2,509	10
Per share - primary	1.39	1.34	4
- fully diluted	1.21	1.10	10
Net income	2,741	2,482	10
Per share - primary	1.38	1.33	4
- fully diluted	1.20	1.09	10
Average common shares outstanding	1,933,818	1,770,671	9

JOSEPH B. COLLINSON, OLD STONE DIRECTOR

Joseph B. Collinson, recently retired Chairman and Chief Executive Officer of Textron Inc. and a Director of Old Stone since 1965, died suddenly on February 22, 1980. His contributions to Old Stone were many, and he will be missed.

WITHHOLDING OF TAXES FROM DIVIDENDS AND INTEREST PROPOSED

There is a matter before the United States Congress which, if it becomes law, will have a direct affect on your pocketbook.

The Carter Administration has proposed that taxes at the rate of 15% be withheld from payments of interest and dividends to individuals effective January 1, 1981. The measure applies not only to dividends and interest now subject to information reporting to the Internal Revenue Service, but also is extended to include Treasury bills, Series E bonds, and other instruments. According to the Internal Revenue Service, such a withholding system would produce several billion dollars in revenue yearly for use by the Federal government while relieving the Internal Revenue Service of followup of those individuals who do not report all or part of their dividend and interest income.

What would the withholding of taxes on dividends and interest mean to you, a shareholder and a saver? The dividend check or the interest posted to your account would be reduced by the amount of the taxes withheld. The withholding of such taxes could easily represent an overwithholding of your total tax liability, especially when you consider that the amount of dividends and interest excludable from gross income rises on January 1, 1981 from $100 to $200 for individual and $200 to $400 for joint returns.

66-076 1463

SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE, SIXTH AND SPRING STREETS, LOS ANGELES, CALIFORNIA

MAILING ADDRESS: P. O. BOX 2097, TERMINAL ANNEX, LOS ANGELES, CALIFORNIA 90054

August 28, 1972

International Industries, Inc.
9808 Wilshire Boulevard
Beverly Hills, California 90212

Attention: Edward Resnick

Re: Consent to Sale/Leaseback of International House of Pancakes, University Boulevard, Wheaton, Maryland, under the Authority granted to the Agent under the Agency Letter dated March 24, 1971 and/or under the Notice of Authority to Waive Certain Events of Default dated August 6, 1971.

Gentlemen:

Pursuant to that certain Agency Letter dated March 24, 1971 and/or to that certain Notice of Authority to Waive Certain Events of Default dated August 6, 1971, under which the undersigned, as Agent, is granted certain authority to permit and consent to transactions otherwise precluded by or constituting an event of default under Article IX of the Security Agreement dated March 24, 1971, between International Industries, Inc. and the several lenders named therein, you have requested our consent to the following:

Sale/Leaseback of International House of Pancakes, University Boulevard, Wheaton, Maryland, as requested in your letter to us dated July 14, 1972.

Based upon the foregoing, and in reliance upon the representations set forth in your letter and noting that your request has been approved by Grisanti & Galef, Inc., we hereby consent to the transaction described above. Our consent is granted upon the conditions (1) that the transaction shall be effected in all respects in accordance with your letter of request, and (2) that the entire proceeds received by the Company, including cash, securities, obligations and other assets, if any, be delivered directly to the undersigned as Agent.

SECURITY PACIFIC NATIONAL BANK
As Agent under the Security Agreement

By _____
Patrick W. Leahy
Vice President

SUTHERLAND AND DIGIANFILIPPO
INCORPORATED
ATTORNEYS AT LAW
MARQUETTE PLAZA
191 SOCIAL STREET, WOONSOCKET, RHODE ISLAND 02895
(401) 766-3600

OMER A. SUTHERLAND
JOSEPH DIGIANFILIPPO
EDWARD JOHN MULLIGAN
LEO A. GOSSELIN*

*MEMBER MASS BAR ONLY

June 17, 1986

Michael R. Mitchell, Esq.
4929 Wilshire Boulevard
Suite 910
Los Angeles, California 90010

Re: St. Germain

Dear Mr. Mitchell:

Pursuant to your correspondence of May 2, 1986, I am enclosing copies of all relevant data concerning a loan transaction between Marquette and Congressman St. Germain. The enclosures constitute Marquette's best effort to comply with Paragraphs II through VIII of your correspondence. Your correspondence also refers to copies of loan transactions between the Credit Union and other borrowers where loans are made in excess of $100,000.00 secured with real estate mortgages on which a retail business was conducted. I am enclosing copies of relevant data concerning six loan transactions which constitute all of the loans requested for during the time period set forth in your letter of May 2, 1986.

There are no appraisals on file with respect to these loans because all of these loans, with the exception of one, have been paid.

If you have any questions, I would be happy to discuss these documents with you at your convenience.

Yours truly,

SUTHERLAND AND DIGIANFILIPPO INC.

Joseph DiGianfilippo

JD:SYD
Enclosure
Federal Express

marquette credit union
Marquette Credit Union Plaza • Woonsocket, R.I. 02895 • 401 762-1400

June 11, 198[illegible]

Michael R. Mitchell, Esq.
4929 Wilshire Boulevard
Suite 91[illegible]
Los Angeles, CA 9001[illegible]

Dear Mr. Mitchell:

Attached please find the loan documentation on file for all other commercial real estate loans, in amounts of $100,000 or more, granted during the period January 1, 1971 to December 31, 1973. The attached documentation represents all available information on file at our office.

A summary of the loans included is as follows:

Loan Date	Borrower	Amount	Rate	Term
4/19/72	R.E. Investment Co.	$166,000	8.25%	12 years
5/31/72	Athletic Club	$160,000	7.75%	15 years
7/31/72	Office Building	$175,000	8.00%	20 years
8/24/72	Restaurant/Bar	$100,000	8.00%	20 years
12/15/72	Retail Outlet	$280,000	8.00%	20 years
9/10/73	Auto Dealership	$400,000	8.25%	25 years

Sincerely,

Charles A. Paquin
President & Treasurer

PROPERTY

April 6, 1972

...sent
...ife
...usband

...ent Address

...e No. Bus. No.

...tion ... Ave. St.

...or Town

...tions

...d Lot ... Area 90,000 Sq. feet

...s. Plat ... Lot ... Assess. Plat ... Lot

...nting ... Stories Apt only Material

" "

... Family ... Rooms

" "

...ace ... Tile Kitchen

...of ... Type of

...ing ... Burner

...r Source ... Well

1st

Toilet ... Hot Water

2nd

...r ... Tile Walls ... Tile Floor

... Floors

... Shingles

... No. of Stalls

... Erected How Occupied

... Graded

... Sewer Landscaped

...e of Loan Condo for investment

...r Owner

...ss

...e No.

...d or Wife Name If Dec'd

... When Dec'd

3694

FINANCING

+2nd mtge on

Loan Requested	$ ~~Approx~~ 166,000.
Cash Down Payment	$
2nd Mortgage	$
Total Purchase Price	$

If New Construction:

Land $ ... Date Purchased

Cash Expended $ ... Contract

Cost to Finish $ ...

Total $ ...

Contractor ...

Existing Property:

Purchased for $ ... in 19 ...

Improvements $ ...

Total $ ...

List Improvements ...

Rentals per Month / per Week	FRONT	REAR	
	1st		Annual Rentals $
	2d		
	3d		
	Garage		

Taxes ...

Present Mortgage $ ... to ...

Second " $ ... to ...

Description ... Book ... Page 1570 161184

Interest Rate 8½%

Monthly Payment:

Mortgage for 12 years,	$	1521.07
Taxes	$	
Fire Insurance	$	
Other	$	
Total Payment,	$	

Ratio ...

Broker ...

Phone No. ...

CREDIT

Age ... Wife ...

Dependents ... Ages ...

Employer ...

Address ...

Kind of Business ...

Position Held ...

Years Employed by above ...

Gross Income ...

Other Income ...

Previous Employment ...

How Long ...

Wife's Employer ...

Years Employed ...

Gross Income ...

Previous Employment ...

How Long ...

Have you applied elsewhere for this loan ...

Present Rent Payment ...

Credit References 1. C.R.L.H.T.

2. ...

3. ...

PAID
MARQUETTE NATIONAL BANK

I, the undersigned applicant, hereby certify that the information contained in this application is correct to the best of my knowledge and belief. If this application is approved, it is understood that approval is subject to a satisfactory credit-rating at the time the loan is closed. If I cancel this application after approval, I hereby agree to pay any and all fees incurred by me for appraisal and/or title fees. The term and rate of any approved loan will expire 60 days from date of commitment.

Date ...

Signature ...

Signature ...

1317

MARQUETTE CREDIT UNION
52 CUMBERLAND STREET
WOONSOCKET, RHODE ISLAND

MORTGAGE APPLICATION

OF

RTGAGE No.

AW DEED TO

JT. TEN.
TEN. BY ENTIRETY

LE TO BE DONE BY

TE SENT

TE DESIRED

3955

TOMER NOTIFIED

KER

ASSETS

Cash

Savings Acct. BANK Amt.

Savings Acct. BANK Amt.

Check. Acct. BANK Amt.

Savings Bonds

Stocks

Furn., etc.

Automobile

Real Estate

Life Ins. (cash val.)

Other Assets

Total Assets $

LIABILITIES

INSTALLMENT LOANS

To Whom	Bal.	Mo. Payt.

MORTGAGES

Bank	Bal.	Mo. Payt.

Other Debts

Total Liabilities $

CREDIT COMMITTEE

Date 4-6-72
11 1, 12/72. D Hogan

THE MORTGAGE APPLIED FOR HEREIN IS

☑ APPROVED ☐ REJECTED

Reason

Amt. Granted $ Term Rate

Donald J. Forrest

Draw 2nd Mortgage To

Amount $

Rate

Term

Mo. Payt.

1318

MARQUETTE CREDIT UNION
52 CUMBERLAND STREET — WOONSOCKET, R. I.

SETTLEMENT SHEET

[redacted] INC. DATE 4/19/72

$ 166,000.00

LOCATION [redacted]

SELLERS EXPENSES		BUYERS EXPENSES	
TO: MARQUETTE CREDIT UNION		MTGE. AMOUNT $ ~~166,000~~	SELLING PRICE $
PAY OUT OF PROCEEDS OF SALE OF $ 76,000		RATE 8½ %	TERM 12 YRS
TC		MONTHLY PAYMENT $ 1815.76	
REVENUE STAMP TAX	77 —	TITLE MORTGAGE DEED & NOTE	310 —
DRAWING DEED		RECORD MTGE	8 —
DISCHARGE	2 —	DRAWING DEED	
TAX CERTIFICATE	3 —	RECORD DEED	8 —
		DRAWING 2ND MTGE	
		RECORD 2ND MTGE	
		RECORD TAX CERTIFICATE 2	8 —
TOTAL TITLE EXPENSES	82 —	AREA CHARGE	10 —
DEPOSIT REC'D		DISCHARGE $ (4)	8 —
TAX ADJ.	none	Termination statement	2 —
MTG. Antonio Oliveira Sp. mtg	41628 14	Obtain Tax Cert	2 —
MTG			
Rentals to Lyger	779 77		
COMM			
SPECIAL ACCT		TOTAL TITLE EXPENSES	359 —
CHECK Jeannette C. Faulkner	23110 69	APPRAISAL FEE	
CHECK		TAX ADJ.	
CHECK		TAX ADJ. TO MTGE	
CHECK			
		TOTAL EXPENSES	359 —
		DEPOSIT	
		SPECIAL ACCOUNT	
		MORTGAGE Effora	359 —
		BAL OF DOWN PMT (CHECK) CASH	47568.1
CHECK $ INCLUDES		[redacted]	36746.9
TAX AND OTHER ADJUSTMENTS		[redacted]	50 —
		[redacted]	11779
		[redacted]	70000 —
TOTAL	70000.00	TOTAL [redacted]	166,000 —
SIGN [redacted]		SIGN [redacted]	3956

1320

MARQUETTE CREDIT UNION

52 CUMBERLAND STREET – WOONSOCKET, R. I. 02895

DISCLOSURE STATEMENT OF LOAN SECURED BY REAL ESTATE

(SUPPLEMENTING NOTE AND MORTGAGE DEED)

BORROWERS [redacted] INC. 4/19/72
(FULL NAMES) (DATE OF DISCLOSURE)

[redacted]
(STREET)

[redacted] 4/19/72
(CITY, STATE, ZIP) (DATE OF TRANSACTION)

SUMMARY OF TRANSACTION: (See Note and Mortgage Deed, copies attached, for complete details). Direct loan, secured by a real estate mortgage, by MARQUETTE CREDIT UNION to above-named BORROWERS, evidenced by Note and Real Estate Mortgage (hereinafter called the "Contract"). Loan is secured by a mortgage upon the real property owned by BORROWERS, which property is specifically described in said Contract, upon terms and conditions stated therein, the terms of said Contract being incorporated herein by reference, copies having been furnished BORROWERS. SAID MORTGAGE MAY SECURE FUTURE AND OTHER INDEBTEDNESS.

BASIC TERMS OF LOAN CONTRACT

1. LOAN PROCEEDS			$ 166,000.00
2. OTHER CHARGES:	PAID IN CASH	FINANCED	
a. Insurance Premium, Credit Life			
b. " " , Disability			
c. " " , Property			
d. Title search and insurance			
e. Legal fees			
f. Escrow deposit, taxes			
g. " " , Insurance			
h.			
Total Itemized Charges Financed			$
3. AMOUNT FINANCED (1 plus 2)			$ 166,000.00
4. PAYMENT TERMS: Payable in 120 equal monthly payments of $1819.72 commencing on 5/19/72			
19 ..., and on the same day of the month thereafter. Final payment due 4/19/84 19			
*5. Total of Payments			$ 262,039.68
*6. FINANCE CHARGE (5 less 3)			$ 96,039.68
7. ANNUAL PERCENTAGE RATE			8¼%

(See "Change of Rate" below.)

LATE CHARGES AND DEFAULT: A late charge of 5% of each installment in default for 10 or more days will be assessed. Further, if suit is instituted upon borrower's default, to collect the outstanding balance or otherwise to enforce the note or mortgage, borrowers are liable for Marquette's legal expenses and fees, to the extent permitted by law, as well as any foreclosure expenses incurred.

CHANGE OF RATE: The rate of interest indicated above may be increased, at the option of the holder of the Note and Mortgage, provided that (1) increases shall not exceed two percent (2%) per annum over the life of the note, and (2) no increase shall be put into effect during the first three years from the date hereof.

PREPAYMENT: This loan may be prepaid at any time without premium.

INSURANCE

PROPERTY INSURANCE: If written in connection with this loan, may be obtained by Borrowers through any duly licensed person of their choice, subject only to Marquette's right to refuse to accept any insurer offered by Borrowers for reasonable cause. If such insurance is procured by Marquette, with insurance premiums therefor financed as part of this loan, the cost will be $ ..... per year, based upon current rates and classifications.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the Borrowers sign the appropriate statement below:

(a) The cost for Credit Life Insurance alone will be $ ..... for the scheduled term of the credit.

(b) The cost for Credit Life and Disability Insurance will be $ ..... for the scheduled term of the credit.

☐ I desire Credit Life and Disability Insurance ☐ I desire Credit Life Insurance only ☐ I DO NOT want Credit Life or Disability Insurance

(DATE) (BORROWER'S SIGNATURE) (DATE) (BORROWER'S SIGNATURE) (DATE) (BORROWER'S SIGNATURE)

ACKNOWLEDGMENT OF RECEIPT

The undersigned Borrowers do herewith acknowledge receipt of the Disclosures contained herein and in the Note and Mortgage. We further acknowledge that at the time we received a copy of this Statement and of said Note and Mortgage such forms were complete and filled-in and that all blanks in such forms were filled-in prior to their executing the same.

WITNESS	DATE DISCLOSURES RECEIVED	BORROWERS
[redacted]	4/19/72	[redacted]
[redacted]	4/19/72	[redacted]

* Not required for loans secured by first mortgages on dwellings made to finance purchase of same.

MARQUETTE CREDIT UNION
82 CUMBERLAND STREET
WOONSOCKET, RHODE ISLAND

MORTGAGE APPLICATION

OF

MORTGAGE No.

DRAW DEED TO

JT. TEN.
TEN. BY ENTIRETY

TITLE TO BE DONE BY

J.P.S.

DATE SENT 5-18-72

DATE DESIRED 6-1-72

3958

CUSTOMER NOTIFIED

BROKER

ASSETS

Cash		
Savings Acct.	BANK	Amt. 6,000.
Savings Acct.	BANK	Amt.
Check. Acct.	BANK	Amt.
Savings Bonds		
Stocks		
Furn., etc.		
Automobile		
Real Estate		
Life Ins. (cash val.)		
Other Assets		

Total Assets $

LIABILITIES

INSTALLMENT LOANS

To Whom	Bal.	Mo. Payt.

MORTGAGES

Bank	Bal.	Mo. Payt.

Other Debts

Total Liabilities $

CREDIT COMMITTEE

Date 5-12-72

OK 160,000, 15 yr. 7¾

THE MORTGAGE APPLIED FOR HEREIN IS

☐ APPROVED ☐ REJECTED

EJ Reg 5/12/72

Reason

Amt. Granted $ Term Rate

Draw 2nd Mortgage To

Amount $

Rate

Term

Mo. Payt.

1321

PROPERTY

5-10-72

Area Sq. feet
Lot : Acres Plat Lot
Stories Roof Bldg Material

Wife Name If Rec'd

FINANCING

Loan Requested	$ 164000.-
Cash Down Payment	$ 90000.-
2nd Mortgage	$
Total Purchase Price	$ 250,000.-

If New Construction:

Land $ Date Purchased
Cash Expended $ Contract
Est. Cost to Finish $
Total $

Contractor

Existing Property:

Purchased for $ in 19
Improvements $
Total $

List Improvements

	FRONT	REAR	
Rentals per Month / per Week	1st		Annual Rentals $
	2d		
	3d		
	Garage		

Taxes
Present Mortgage $ to
Second " $ to

Description Book Page
Interest Rate

Monthly Payment:

Mortgage for	15 years,	$ 1576.08
Taxes		$
Fire Insurance		$
Other		$
Total Payment,		$

Ratio

Broker
Phone No.

CREDIT

Age	Wife
Dependents	None
Employer	
Address	
Kind of B	
Position H.	
Years Employed by above	
Gross Income	
Other Income	
Previous Employment	
How Long	
Wife's Employer	
Years Employed	
Gross Income	
Previous Employment	
How Long	
Have you applied elsewhere for this loan	
Present Rent Payment	
Credit References 1.	
2.	
3.	

I, the undersigned applicant, hereby certify that the information contained in this mortgage application is accurate and true to the best of my knowledge & belief and if my application is approved, it is understood that approval is subject to a satisfactory credit-rating at the time the loan is closed. If I cancel this application after approval, I hereby agree to pay any and all fees incurred by me for appraisal and/or title fees. The term and rate of any approved loan will expire 60 days from date of commitment.

Signature
Signature

1322

MARQUETTE CREDIT UNION
92 CUMBERLAND STREET — WOONSOCKET, R. I.

SETTLEMENT SHEET

(THE INC. DATE May 31, 1972

160,000.00

LOCATION

SELLERS EXPENSES			BUYERS EXPENSES	
TO: MARQUETTE CREDIT UNION			MTGE. AMOUNT $60,000.00 SELLING PRICE $	
PAY OUT OF PROCEEDS OF SALE OF $			RATE 7 3/4 % TERM 15 YRS	
TO			MONTHLY PAYMENT $ 506.01	
REVENUE STAMP TAX		34 20	TITLE MORTGAGE DEED & NOTE	66 00
DRAWING DEED			RECORD MTGE	12 00
DISCHARGE			DRAWING DEED	
TAX CERTIFICATE			RECORD DEED	11 00
			DRAWING 2ND MTGE	
			RECORD 2ND MTGE	
(TAL TITLE EXPENSES			RECORD TAX CERTIFICATE	
PAYMENT REC'D			AREA CHARGE	10 00
A ADJ			DISCHARGE	
MTG				
MTG				
DOWN				
DOWN				
SPECIAL ACCT.			TOTAL TITLE EXPENSES	693 —
CHECK			APPRAISAL FEE	
CHECK			TAX ADJ	
CHECK			TAX ADJ TO MTGE	
CHECK				
			TOTAL EXPENSES	693 —
			DEPOSIT	
(			SPECIAL ACCOUNT	
			MORTGAGE Construction account	159307 —
			BAL OF DOWN PMT (CHECK) CASH	
CHECK # INCLUDES				
TAX AND OTHER ADJUSTMENTS				
TOTAL			TOTAL	160000 —

May 24, 1972

The [redacted], Inc.
[redacted]

Gentlemen:

Marquette Credit Union has approved your mortgage application for construction of [redacted] on [redacted]. The mortgage amount will be in the amount of $160,000.00 at the rate of 7 3/4% on a fifteen year term.

Title examination on the property was started on May 18, 1972, and we will notify you when mortgage papers are ready for signing.

Very truly yours,

Edgar C. Turcotte, Jr.
Mortgage Officer

ECT/dz

MARQUETTE CREDIT UNION

52 CUMBERLAND STREET – WOONSOCKET, R. I. 02895

DISCLOSURE STATEMENT OF LOAN SECURED BY REAL ESTATE

(SUPPLEMENTING NOTE AND MORTGAGE DEED)

BORROWERS THE [illegible] INC. (FULL NAME) — May 31, 1972 (DATE OF DISCLOSURE)

[illegible] (STREET) —

[illegible] (CITY, STATE, ZIP) — May 31, 1972 (DATE OF TRANSACTION)

SUMMARY OF TRANSACTION: (See Note and Mortgage Deed, copies attached, for complete details). Direct loan, secured by a real estate mortgage, by MARQUETTE CREDIT UNION to above-named BORROWERS, evidenced by Note and Real Estate Mortgage (hereinafter called the "Contract"). Loan is secured by a mortgage upon the real property owned by BORROWERS, which property is specifically described in said Contract, upon terms and conditions stated therein, the terms of said Contract being incorporated herein by reference, copies having been furnished BORROWERS. SAID MORTGAGE MAY SECURE FUTURE AND OTHER INDEBTEDNESS.

BASIC TERMS OF LOAN CONTRACT

		Paid in Cash	Financed	
1.	LOAN PROCEEDS			$160,000.00
2.	OTHER CHARGES			
	a. Insurance Premium, Credit Life			
	b. " " , Disability			
	c. " " , Property			
	d. Title search and insurance			
	e. Legal fees			
	f. Escrow deposit, taxes			
	g. " " , insurance			
	h.			
	Total Itemized Charges Financed			$
3.	AMOUNT FINANCED (1 plus 2)			$160,000.00
4.	PAYMENT TERMS: Payable in 180 equal monthly payments of $1506.08, commencing on ~~first~~ Completion w/Contractor 19..... and on the same day of the month thereafter. Final payment due 6/1/87			
*5.	Total of Payments			$271,094.40
*6.	FINANCE CHARGE (5 less 3)			$111,094.40
7.	ANNUAL PERCENTAGE RATE (See "Change of Rate" below)			7 3/4%

LATE CHARGES AND DEFAULT: A late charge of 5% of each installment in default for 10 or more days will be assessed. Further, if suit is instituted upon Borrower's default, to collect the outstanding balance or otherwise to enforce the note or mortgage, Borrowers are liable for Marquette's legal expenses and fees, to the extent permitted by law, as well as any foreclosure expenses incurred.

CHANGE OF RATE: The rate of interest indicated above may be increased, at the option of the holder of the Note and Mortgage, provided that (1) increases shall not exceed two percent (2%) per annum over the life of the note, and (2) no increase shall be put into effect during the first three years from the date hereof.

PREPAYMENT: This loan may be prepaid at any time without premium.

INSURANCE

PROPERTY INSURANCE, if written in connection with this loan, may be obtained by Borrowers through any duly licensed person of their choice, subject only to Marquette's right to refuse to accept any insurer offered by Borrowers for reasonable cause. If such insurance is procured by Marquette, with insurance premiums therefor financed as part of this loan, the cost will be $..... per year, based upon current rates and classifications.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the Borrowers sign the appropriate agreement below.

(a) The cost for Credit Life Insurance alone will be $..... for the scheduled term of this loan.

(b) The cost for Credit Life and Disability Insurance will be $..... for the scheduled term of the credit

PAID IN FULL MARQUETTE CREDIT UNION Date

☐ I desire Credit Life and Disability Insurance ☐ I desire Credit Life Insurance only ☐ I DO NOT want Credit Life or Disability Insurance

XXXX

MARQUETTE CREDIT UNION
82 CUMBERLAND STREET
WOONSOCKET, RHODE ISLAND

MORTGAGE APPLICATION

OF

RTGAGE No.

AW DEED TO

JT. TEN.
TEN. BY ENTIRETY

LE TO BE DONE BY

RET

TE SENT 9-25-72

TE DESIRED As Soon as possible

STOMER NOTIFIED

OKER

ASSETS

Cash

Savings Acct. BANK Amt.

Savings Acct. BANK Amt.

Check. Acct. BANK Amt.

Savings Bonds

Stocks

Furn., etc.

Automobile

Real Estate

Life Ins. (cash val.)

Other Assets

Total Assets $

LIABILITIES

INSTALLMENT LOANS

To Whom	Bal.	Mo. Payt.

MORTGAGES

Bank	Bal.	Mo. Payt.

Other Debts

Total Liabilities $

CREDIT COMMITTEE

Date

THE MORTGAGE APPLIED FOR HEREIN IS

☐ APPROVED ☐ REJECTED

Reason

Amt. Granted $ Term Rate

Draw 2nd Mortgage To

Amount $

Rate

Term

Mo. Payt.

1326

PROPERTY

Date 7/22-7/23

Applicant
Wife
Husband

Present Address

Phone No. Bus. No.

Location Ave. St.

City or Town

Directions

Size of Lot x Area Sq. feet

Rec'd. Plat Lot ; Assess. Plat Lot

No. Building Stories Material

" " "

" Family Rooms

" "

Fireplace Tile Kitchen

Type of Heating Type of Burner

Water Source Well

Bath 1st Toilet Hot Water
2nd

Shower Tile Walls Tile Floor

Roofing Floors

Roof Shingles

Garage No. of Stalls

When Erected How Occupied

Street Graded

Curbed Sewer Landscaped

Purpose of Loan

Present Owner

Address

Phone No.

Husband or Wife Name if Dec'd

When & Where Dec'd

FINANCING

Loan Requested $ 175,000.00

Cash Down Payment $

2nd Mortgage $

Total Purchase Price $

If New Construction:

Land $ Date Purchased

Cash Expended $ Contract

Cost to Finish $

Total $

Contractor

Existing Property

Purchased for $ in 19

Improvements $

Total $

List Improvements

Rentals per Month per Week	FRONT	REAR	
	1st		Annual Rentals $
	2d		
	3d		
	Garage		

Taxes

Present Mortgage $ to

Second " $ to

Description Book Page

Interest Rate 8%

Monthly Payment:

Mortgage for 20 years, $ 1463.79

Taxes $

Fire Insurance $

Other $

Total Payment, $

Ratio

Broker

Phone No.

CREDIT

Age Wife

Dependents Ages

Employer

Address

Kind of Business

Position Held

Years Employed by above

Gross Income

Other Income

Previous Employment

How Long

Wife's Employer

Years Employed

Gross Income

Previous Employment

How Long

Have you applied elsewhere for this loan

Present Rent Payment

Credit References 1.

2.

3.

I, the undersigned applicant, hereby certify that the information contained in this mortgage application is accurate and true to the best of my knowledge and belief and if my application is approved, it is understood that approval is subject to a satisfactory credit rating at the time the loan is closed. If I cancel this application after approval, I hereby agree to pay any and all fees incurred by me for appraisal and/or title fees. The term and rate of any approved loan will expire 60 days from date of commitment.

Signature

Signature

1927

PROMISSORY NOTE

Secured by Mortgage on Real Estate

$ 175,000.00 Woonsocket, R.I. July 31, 19 72.

[redacted], INC.

FOR VALUE RECEIVED, ~~WE, the undersigned, jointly and severally~~ promise to pay to MARQUETTE CREDIT UNION, or order, -ONE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 - - - DOLLARS ($ 175,000.00), at any of its offices in the State of Rhode Island, together with interest on unpaid principal balances at the rate of eight percent (8 %) per annum, all payable in monthly installments of - Fourteen hundred sixty-three and 79/100 - - - Dollars ($ 1463.79) each on the day of each and every month hereafter, which shall be applied first to the payment of interest then due and the balance only applied to principal, expressly agreeing that no renewal or extension granted, whether by acceptance of interest in advance or otherwise, nor any indulgence shown to, nor any release of, nor any dealings between the holder hereof and any person now or hereafter interested herein or in the mortgaged property, whether as owner, encumbrancer or otherwise, shall discharge or any way affect the obligation of the undersigned as principal debtors hereunder. Provided, however, that at any time when any monthly payment is in default for a period in excess of thirty (30) days, or if default shall be made in any provision of the mortgage securing this note, or if at any time or from time to time title to the whole or any part of the property mortgaged as security for this note shall be acquired by any person other than the undersigned, this note shall, at the option of the holder hereof, become at once due and payable, and failure to exercise such option shall not constitute a waiver thereof.

At the option of the holder hereof, the stipulated rate of interest in this note may be increased from time to time provided that the aggregate of such increases shall not exceed two (2%) percent over the life of the note, and provided further that no increase shall be put into effect during the first three (3) years of the life of the note.

A late charge of 5% of each installment in default for 10 or more days will be assessed. Further, if suit is instituted upon default, to collect the outstanding balance or otherwise to enforce the note or mortgage, the undersigned shall be liable for all legal expenses and fees, to the extent permitted by law, as well as any foreclosure expenses incurred.

Presentment for payment, protest, notice of protest, demand and notice of non-payment are hereby waived.

Privilege is reserved to pay the indebtedness in whole or in part at any time without penalty.

In presence of:

[redacted]

[redacted]

By [redacted]

803M

[redacted] INCORPORATED

[redacted]

July 14, 1972

Mr. Charles Paquin
Marquette Credit Union
52 Cumberland Street
Woonsocket, Rhode Island 02895

Dear Mr. Paquin:

It is our intent to re-finance the property located at [redacted]. We wish to have Marquette Credit Union handle the re-financing, therefore, we respectfully request a mortgage on said property based on the following terms:

Total Mortgage	$ 175,000.
Term of Mortgage	20 years
Interest Rate	8% per year

We are forwarding to you copies of the plans and cost estimates relating to the property being mortgaged. If any other information is required, please do not hesitate to contact us.

Very truly yours,

[redacted]

[redacted]

1330

MARQUETTE CREDIT UNION
REAL ESTATE ESTIMATE OF FAIR MARKET VALUE

Date January 15, 197-

Requested of [redacted] No. 762-1688

Applicant: [redacted], Inc. Tel. No. 766-3100

Location: [redacted]

Directions: requested by Charles Paquin

Owner: applicant Tel. No. -

Agent: none Tel. No. -

Contact applicant For Appointment to see

Type of Property converted [redacted] into office building ideally suited for present operation materials, design, and workmanship of 1st class

Rooms 1st 9-offices 2nd 1-conference r 3rd 1-main office-rec. area

Income: $10,140 Annually / Monthly / Weekly Land Area: _____ x 107,514 Sq. Ft.

Landscaping: Complete - good Garage: none No. of Stalls ample par)

Baths: 6 lavette Basement: storage area - minimum

Heat: HW (WA) new Elect. Oil (Gas)

Does the Wiring Meet Specifications of City or Town Yes, 200 amp service - circuit breake) (new) - adequate for present use

Does the Plumbing Meet Specifications of City or Town Yes, copper tubing - modern rest roo and cafeteria

Water: Public Yes Individual Artesian Dug _____

Sewage: Public Yes Individual Septic Cesspool _____

Roof: asphalt shingles - new Siding brick veneer - good

General Condition of Property: (Good) Fair Poor

Does the Property Conform with the Neighborhood: Yes, commercial area

Comments: see comments on reverse side of report

I (we) certify that I (we) have personally inspected this property and that I (we) have no interest present or contemplated in this property and that neither the employment to make the appraisal nor the compensation is contingent on the amount of the valuation reported.

I (we) hereby state that in my (our) opinion we find the Fair Market Value of this property to be

Signature [redacted]

Land - $ 65,000

Building(s) $ 110,000

3967

COMMENTS

The only income derived from the property is from the [redacted] Co which pays a rent of $445 per month and from the [redacted] which pays $400 per month - heat and electricity included. From an income approach, to value the property represents a poor investment. Added income could be had from renting parking space to the public.

The highest and best use of the property is its present operation. The major concern is if the property becomes vacant and the building cannot be sold or rented to a similar type of operation.

To convert the building into a number of small offices or into another use would entail a considerable amount of money. The question is whether the property could recapture its cost in value.

This appraiser is aware that the cost to acquire the property and the repai and modernization could exceed the indicated market value stated, but the major question is whether the property could sell for at the indicated valu if it were vacant.

MARQUETTE CREDIT UNION
52 CUMBERLAND STREET
WOONSOCKET, RHODE ISLAND

MORTGAGE APPLICATION

OF

MTGAGE No.

AW DEED TO

JT. TEN.
TEN. BY ENTIRETY

E TO BE DONE BY

J.C.S.

E SENT 2-18-72

E DESIRED ASAP

3969

TOMER NOTIFIED

CR

ASSETS

Cash		
Savings Acct.	BANK	Amt.
Savings Acct.	BANK	Amt.
Check. Acct.	BANK	Amt.
Savings Bonds		
Stocks		
Furn., etc.		
Automobile		
Real Estate		
Life Ins. (cash val.)		
Other Assets		

Total Assets $

LIABILITIES

INSTALLMENT LOANS

To Whom	Bal.	Mo. Payt.

MORTGAGES

Bank	Bal.	Mo. Payt.

Other Debts

Total Liabilities $

CREDIT COMMITTEE

Date 8/18/72

THE MORTGAGE APPLIED FOR HEREIN IS

☑ APPROVED ☐ REJECTED

Reason

Amt. Granted $ 16,000 Term 20 Rate 8 %

Donald J. Lessard

Jean [illegible]

H C Tucker

Draw 2nd Mortgage To

Amount $

Rate

Term

Mo. Payt.

1332

PROPERTY

Date 8-18-72

Applicant
Wife
Husband

Present Address

Phone No. Bus. No.

Location Ave.

City or Town

Directions

Size of Lot x Area Sq. feet

Rec'd. Plat Lot ; Assess. Plat Lot

A. Building 2 Stories Block Material

B. " " "

A. " Family Rooms

B. " "

Fireplace Tile Kitchen

Type of Heating Type of Burner

Water Source City Well

Bth Toilet 1st 2 Hot Water
2nd 2

Shower Tile Walls Tile Floor

Piping Floors

Roof Shingles asphalt

Garage No. of Stalls

When Erected How Occupied

Street Graded

Curbed Sewer Landscaped

Purpose of Loan

Present Owner

Address

Phone No.

Husband or Wife Name if Dec'd

When & Where Dec'd

FINANCING

Loan Requested $ 109,000.

Cash Down Payment $

2nd Mortgage $

Total Purchase Price $

If New Construction:

Land $ Date Purchased

Cash Expended $ Contract

Cost to Finish $

Total $

Contractor

Existing Property:

Purchased for $ in 19

Improvements $

Total $

List Improvements

	FRONT	REAR	
Rentals per Month	1st		Annual Rentals $
	2d		
per Week	3d		
	Garage		

Taxes

Present Mortgage $ to

Second " $ to

Description Book Page

Interest Rate 8½ OK Re 5.

Monthly Payment:

Mortgage for 20 years, $ 836.45

Taxes $

Fire Insurance $

Other $

Total Payment, $

Ratio

Broker

Phone No.

CREDIT

Age Wife

Dependents Ages

Employer

Address

Kind of Business

Position Held

Years Employed by above

Gross Income

Other Income

Previous Employment

How Long

Wife's Employer

Years Employed

Gross Income

Previous Employment

How Long

Have you applied elsewhere for this loan

Present Rent Payment

Credit References 1. Mary

2.

3.

I, the undersigned applicant, hereby certify that the information contained in this mortgage application is accurate and true to the best of my knowledge and belief and if my application is approved. It is understood that approval is subject to a satisfactory credit-rating at the time the loan is closed. If I cancel this application after approval, I hereby agree to pay any and all fees incurred by me for appraisal and/or title fees. The term and rate of any approved loan will expire 60 days from date of commitment.

Signature

Signature

1333

MARQUETTE CREDIT UNION
82 CUMBERLAND STREET – WOONSOCKET, R. I.

SETTLEMENT SHEET

[redacted] DATE August 24, 19[redacted]

$ 100,000.00
LOCATION [redacted]

SELLERS EXPENSES TO MARQUETTE CREDIT UNION PAY OUT OF PROCEEDS OF SALE OF $ _____ TO		BUYERS EXPENSES MTGE. AMOUNT $ 100,000.00 SELLING PRICE $ _____ RATE 8 % TERM 20 YRS MONTHLY PAYMENT $ 836.45	
REVENUE STAMP TAX		TITLE MORTGAGE DEED & NOTE	200 00
DRAWING DEED		RECORD MTGE	6 00
DISCHARGE		DRAWING DEED	
TAX CERTIFICATE		RECORD DEED	
		DRAWING 2ND MTGE	
		RECORD 2ND MTGE	
		RECORD TAX CERTIFICATE	4 00
TOTAL TITLE EXPENSES		AREA CHARGE	
DEPOSIT REC'D		DISCHARGE	2 00
TAX ADJ		Tax Certificate	3 00
MTG			
MTG			
COMM			
COMM			
SPECIAL ACCT		TOTAL TITLE EXPENSES	215 00
CHECK		APPRAISAL FEE	20 00
CHECK		TAX ADJ	
CHECK		TAX ADJ. TO MTGE	
CHECK			
Old mortgage			
Balance 51,132 –			
Interest 28.95			
51,160.95		TOTAL EXPENSES	235 –
		DEPOSIT	
		SPECIAL ACCOUNT	
		MORTGAGE Marquette Credit Union	51160 9.
		BAL. OF DOWN PAYT. (CHECK/CASH)	
		[redacted]	6729
CHECK $ INCLUDES		[redacted]	41891 0.
TAX AND OTHER ADJUSTMENTS			
TOTAL		TOTAL mtge Marquette	100 0000
SIGN _____		SIGN [redacted]	
			3971

1335

MARQUETTE CREDIT UNION

82 CUMBERLAND STREET – WOONSOCKET, R. I. 02895

DISCLOSURE STATEMENT OF LOAN SECURED BY REAL ESTATE

(SUPPLEMENTING NOTE AND MORTGAGE DEED)

BORROWERS _____ August 24, 1972
(FULL NAMES) (DATE OF DISCLOSURE)

_____ _____
(STREET)

_____ August 24, 1972
(CITY, STATE, ZIP) (DATE OF TRANSACTION)

SUMMARY OF TRANSACTION: (See Note and Mortgage Deed, copies attached, for complete details) Direct loan, secured by a real estate mortgage, by MARQUETTE CREDIT UNION to above-named BORROWERS, evidenced by Note and Real Estate Mortgage (hereinafter called the "Contract"). Loan is secured by a mortgage upon the real property owned by BORROWERS, which property is specifically described in said Contract, upon terms and conditions stated therein, the terms of said Contract being incorporated herein by reference, copies having been furnished BORROWERS. SAID MORTGAGE MAY SECURE FUTURE AND OTHER INDEBTEDNESS.

BASIC TERMS OF LOAN CONTRACT

1. LOAN PROCEEDS			$ 100,000.00
2. OTHER CHARGES	PAID IN CASH	FINANCED	
a. Insurance Premium, Credit Life			
b. " " , Disability			
c. " " , Property			
d. Title search and insurance			
e. Legal fees			
f. Escrow deposit, taxes			
g. " " , insurance			
h.			
Total Itemized Charges Financed			$
3. AMOUNT FINANCED (1 plus 2)			$ 100,000.00

4. PAYMENT TERMS: Payable in 240 equal monthly payments of $ 836.45 commencing on September 24, 19 72, and on the same day of the month thereafter. Final payment due August 24, 19 97

*5. Total of Payments	$ 200,748.00
*6. FINANCE CHARGE (5 less 3)	$ 100,748.00
7. ANNUAL PERCENTAGE RATE (See "Change of Rate" below)	8%

LATE CHARGES AND DEFAULT: A late charge of 5% of each installment in default for 10 or more days will be assessed. Further, if suit is instituted upon Borrower's default, to collect the outstanding balance or otherwise to enforce the note or mortgage, Borrowers are liable for Marquette's legal expenses and fees, to the extent permitted by law, as well as any foreclosure expenses incurred.

CHANGE OF RATE: The rate of interest indicated above may be increased, at the option of the holder of the Note and Mortgage, provided that (1) increases shall not exceed two percent (2%) per annum over the life of the note, and (2) no increase shall be put into effect during the first three years from the date hereof.

PREPAYMENT: This loan may be prepaid at any time without premium.

INSURANCE

PROPERTY INSURANCE, if written in connection with this loan, may be obtained by Borrowers through any duly licensed person of their choice, subject only to Marquette's right to refuse to accept any insurer offered by Borrowers for reasonable cause. If such insurance is procured by Marquette, with insurance premiums therefor financed as part of this loan, the cost will be $ _____ per year, based upon current rates and classifications.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the borrowers sign the appropriate statement below:

(a) The cost for Credit Life Insurance alone will be $ _____ for the scheduled term of the credit

(b) The cost for Credit Life and Disability Insurance will be $ _____ for the scheduled term of the credit

☐ I desire Credit Life and Disability Insurance ☐ I desire Credit Life Insurance only ☐ I DO NOT want Credit Life or Disability Insurance

_____ _____ _____ _____ _____ _____
(DATE) (SIGNATURE) (DATE) (SIGNATURE) (DATE) (SIGNATURE)

ACKNOWLEDGMENT OF RECEIPT

The undersigned Borrowers do herewith acknowledge receipt of the Disclosures contained herein and in the Note and Mortgage. We further acknowledge that at the time we received a copy of this Statement and of said Note and Mortgage such forms were complete and filled-in and that all blanks in such forms were filled-in prior to their executing the same.

WITNESS	DATE DISCLOSURES RECEIVED	BORROWERS
[signature]	August 24, 1972	[signature]
_____	_____	_____

*Not required for loans secured by first mortgages on dwellings made to finance purchase of same.

September 21, 1972

Marquette Credit Union
52 Cumberland Street,
Woonsocket, Rhode Island, 02895

Att: Mr.. Charles Paquin

Dear Mr. Paquin:

At a meeting with your Vice-President, Mr. Raymond Beauchemin our General Manager ; thought you might be interested in giving us a quote on a mortgage that we plan to secure. We are about to secure a mortgage for the construction of our new at .

This is located at the junction of , and with an entrance off of plus approximately 300 feet frontage on , and being built on approximately 5 acres of land which we own at the present time.

This complete complex will cost approximately $480,000. when completed, including inventory. We are enclosing a break down of the cost of the land and buildings showing approximately $350,000.00 of which we would like to secure a twenty year mortgage in the sum of $300,000.00.

At this time we would like to know if you are interested in this type of loan and what your interest rate would be. We will have complete plans and specifications within the next two weeks at which time we would like to go ahead with our financing. We are proceeding with the site work this coming week of preparing for the new building. This should be done within the next twenty days.

Any financial data including our statement of last year, ending March 31st, that you may desire will gladly be furnished if you are interested in this loan. We would like a reply by Friday the 29th. I plan to be leaving for a short trip this coming week and returning on Thursday the 28th at which time I will be more than glad to discuss this with you personally. In the meantime if any financial information is desired please call our office and talk with

Cordially,

September 25, 1972

Dear Mr. ,

I have received your letter of September 21, 1972 and I can assure you that Marquette Credit Union will have an interest, as requested in your letter. Our Mortgage Officer, MMr. Turcotte will be away until October 3, 1972. Immediately, upon his return I can assure you that he will be in touch with you for further Information.

If in the mean time, there is anything I can assist you with please, don't hesitate to call at any time.

Very truly yours,

Charles A. Paquin
Treasurer

CAP/sjp

October 13, 1972

Mr. Edgar Turcotte, Mortgage Officer,
Marquette Credit Union,
52 Cumberland Street,
Woonsocket, R. I. 02895

Dear Mr. Turcotte:

Confirming our letter of September 21, we are enclosing the data with reference to the proposed [illegible] that we now have under construction in [illegible], as follows:

1. 2 Plans giving the following information: Floor Plan, Roof Plan, Front and Side elevations. Our final floor plan will be completed in about 10 days.

2. Specifications.

3. Cost Sheet.

As stated in our previous letter, this complete complex will cost approximately $480,000. when completed, including inventory. We are enclosing a breakdown of the cost of the land and buildings, showing approximately $350,000. on which we would like to secure a 20-year mortgage in the sum of $300,000.

At this time we would like to know what your best interest rate would be on a loan of this size and type.

If any additional financial data is desired, please advise.

Would appreciate hearing from you in the very near future.

Yours truly,

[signature]

President

October 16, 1972

Mr. Edgar Turcotte, Mortgage Officer,
Marquette Credit Union,
52 Cumberland Street,
Woonsocket, R. I. 02895

Dear Mr. Turcotte:

Please find enclosed Plot Plan of the property which is to be added to the material we sent you on October 13.

The original cost of this property was approximately $110,000., including engineering fees. As you note on our Cost Sheet, we used a figure of $85,000. The original purchases included Plots B and D. At the present time we do not care to mortgage these two parcels since we are not quite sure what our future plans for these two plots may be.

Plot D has a small house on it which is on a 1-year lease at $200. per month. This lot was purchased mostly to be used for a sign on the entrance. If we did not sell this lot we would retain an easement or a small piece of land where the sign is located; or we may keep it for housing some of the key employees.

Plot B, for the time being, will be used for the residence of our new Manager. When we took over the property there was a house on Plot A which was going to be torn down. On further inspection this house proved to be very sound and well built, and we have bids on moving it from Plot A to Plot B. We have a price on remodeling this house of approximately $16,000.

Plot A will remain a part of the Cash & Carry property, and we are talking with several parties who are interested in leasing this for some business that we feel would draw customers into the area.

Plot C - This is surplus land and our Real Estate Agent has several parties in the area interested in a piece of land of this size for a small warehouse. We are negotiating with these parties at the present time. Any money received from this property would be used to reduce our mortgage, if acceptable to the lender.

3976

Yours truly,

86-076 O—87——43

MARQUETTE CREDIT UNION
52 CUMBERLAND STREET – WOONSOCKET, R. I.

SETTLEMENT SHEET

_____, INC. DATE December 15 1972

$ 280,000.00

LOCATION _____

SELLERS EXPENSES TO: MARQUETTE CREDIT UNION PAY OUT OF PROCEEDS OF SALE OF $_____ TO		BUYERS EXPENSES MTGE. AMOUNT $ 280,000 SELLING PRICE $ _____ RATE 8 % TERM 20 YRS. MONTHLY PAYMENT $ 2,342.06	
REVENUE STAMP TAX		TITLE MORTGAGE DEED & NOTE	1 250 00
DRAWING DEED		RECORD MTGE.	15 00
DISCHARGE		DRAWING DEED	
TAX CERTIFICATE		RECORD DEED	
		DRAWING 2ND MTGE.	
		RECORD 2ND MTGE.	
		RECORD TAX CERTIFICATE	
TOTAL TITLE EXPENSES		AREA CHARGE	10 00
DEPOSIT REC'D		DISCHARGE	
TAX ADJ.		Lawyers Title Ins. Corp.	540 00
MTG.			
C. I.			
COMM.			
SPECIAL ACCT.		TOTAL TITLE EXPENSES	1 815 00
CHECK		APPRAISAL FEE	50 00
CHECK		TAX ADJ.	
CHECK		TAX ADJ. TO MTGE.	
CHECK			
		TOTAL EXPENSES	1865 —
		DEPOSIT	
		SPECIAL ACCOUNT	
		MORTGAGE Construction acct	278135 00
		BAL. OF DOWN PAYT. (CHECK/CASH)	
CHECK $ INCLUDES			
TAX AND OTHER ADJUSTMENTS			
TOTAL		TOTAL	280000 —
SIGN _____		SIGN _____	

3977

July 9, 1973

Marquette Credit Union
52 Cumberland St.
Woonsocket, RI 02895

Attention: E. Turcotte

Gentlemen:

[redacted], Inc. has started construction of a new facility in the [redacted], which is to be the future home of the company.

To finance the construction, we hereby request a $400,000.00, 20 year real estate mortgage with interest at 8&1/4% to be repaid over a 25 year period.

Sincerely yours,

[redacted], INC.

[redacted]

[redacted]

PAID IN FULL 3979
MARQUETTE CREDIT UNION
Date 5-23 7/
73

MARQUETTE CREDIT UNION
82 CUMBERLAND STREET – WOONSOCKET, R. I.

SETTLEMENT SHEET

DATE September 26, 192

$ 400,000.00

LOCATION

SELLERS EXPENSES		BUYERS EXPENSES	
TO: MARQUETTE CREDIT UNION		MTGE. AMOUNT $400,000.00	SELLING PRICE $
PAY OUT OF PROCEEDS OF SALE OF $		RATE 8 1/4%	TERM 25 YRS
TO		MONTHLY PAYMENT $3,154.00	
REVENUE STAMP TAX		TITLE MORTGAGE DEED & NOTE	
DRAWING DEED		RECORD MTGE	
DISCHARGE		DRAWING DEED	
TAX CERTIFICATE		RECORD DEED	
		DRAWING 2ND MTGE	
		RECORD 2ND MTGE	
		RECORD TAX CERTIFICATE	
TOTAL TITLE EXPENSES		AREA CHARGE	
DEPOSIT REC'D		DISCHARGE	
TAX ADJ			
MTG			
MTG			
COMM			
COMM			
SPECIAL ACCT		TOTAL TITLE EXPENSES	
CHECK		APPRAISAL FEE	
CHECK		TAX ADJ	
CHECK		TAX ADJ. TO MTGE	
CHECK			
		Policy Recording Fee	
		TOTAL EXPENSES	
		DEPOSIT	
		SPECIAL ACCOUNT	
		MORTGAGE Construction Acct	400 000 –
		BAL. OF DOWN PAYT. (CHECK)(CASH)	
CHECK $ INCLUDES			
TAX AND OTHER ADJUSTMENTS			
TOTAL		TOTAL Mortgage M.C.U.	400 000 –
SIGN		SIGN	

3980

July 11, 1973

, Inc.

Attention:

Gentlemen:

We acknowledge receipt of your letter requesting a mortgage of $400,000 to construct the new facility at the ; The Board of Directors of Marquette Credit Union have approved your request in the amount of $400,000, at an eight and one quarter percent (8 1/4%) rate, to be amortized over a twenty-five year period but payable in full at the end of twenty years.

This will result in a principal and interest payment of $3,154.00 monthly payment which will begin after the completion of the contruction.

Please sign the enclosed copy of this letter acknowledging Marquette's proposal, and deliver it to us as soon as possible along with an executed contract for the construction of the property. I would also like delivered to us the 1972 Financial Statement for , Inc.

Upon receipt of your letter, we will immediately order the title examination from Real Estate Title Insurance Company, and we will be in a position to close as soon as papers are received from that company.

Very truly yours,

Edger C. Turcotte, Jr.
Mortgage Officer

ECT/dz
Enclosure

3981

aj aisal fee $50.00

MARQUETTE CREDIT UNION

REAL ESTATE ESTIMATE OF FAIR MARKET VALUE

Date 2/20/74

Requested of: [illegible] No. [illegible]

Applicant: [illegible] Tel. No.

Location: [illegible]

Directions:

Owner: Applicant Tel. No. [illegible]

Agent: none Tel. No.

Contact: Applicant For Appointment to see

Type of Property: commercial building approx 29,000 sq ft includes 2nd fl storage area - steel frame construction & concrete block Rooms 1st 2nd 3rd
Layout; showroom,offices,service area,body shop,parts dept. canopy

Income: $2.50-$3.00 per sq ft Annually Monthly Weekly Land Area: [illegible] x 3.78 acres Sq. Ft.

Landscaping: complete-asphalt-gd Garage: No. of Stalls

Baths: tile Basement: none - slab construction

Heat: HW WA Elect. Oil (Gas) hung units

Does the Wiring Meet Specifications of City or Town yes - circuit breakers - adequate service for intended use - demand meter service

Does the Plumbing Meet Specifications of City or Town yes - new construction - adequate and ample sanitary facilities and rest rms with vanity

Water: Public yes Artesian Individual Dug

Sewage: Public yes Septic Individual Cesspool

Roof: tar & gravel - new Siding concrete block

General Condition of Property: (Good) Fair Poor

Does the Property Conform with the Neighborhood: yes

Comments: see reverse side for comments

I (we) certify that I (we) have personally inspected this property and that I (we) have no interest present or contemplated in this property and that neither the employment to make the appraisal nor the compensation is contingent on the amount of the valuation reported.

I (we) hereby state that in my (our) opinion we find the Fair Market Value of this property to be:

Signature [illegible]

Signature [illegible]

Land - $ 125,000 as impr

Building(s) $ 400,000

Total - $ 535,000

398

MICHAEL R. MITCHELL
ATTORNEY AT LAW
4929 WILSHIRE BOULEVARD
SUITE 910
LOS ANGELES, CALIFORNIA 90010
PHONE (213) 937-0344

May 2, 1986

Joseph DiGianfilippo, Esq.
General Counsel
Marquette Credit Union
Sutherland and DiGianfilippo
191 Social Street
Woonsocket, RI 02895

RE: U.S. House of Representatives
Committee on Standards of Official Conduct

Dear Mr. DiGianfilippo:

I am a special counsel to the U.S. House of Representatives Committee on Standards of Official Conduct. You may verify this information by direct contact with the Committee at Room HT-2, U.S. Capitol, Washington, D.C. 20515, Phone (202) 225-7103.

The Committee staff is engaged in a Preliminary Inquiry in which it finds it needs to view and copy certain documents which appear to be in the custody of your client, Marquette Credit Union. We need:

I. Originals, if available, otherwise true copies, of all loan applications made during the period from January 1, 1971 to December 31, 1973 to the credit union for loans (a) in excess of $100,000, and (b) for the purchase of real property on which a retail business (including but not limited to an International House of Pancakes restaurant) was conducted.

II. (a) Originals, if available, otherwise true copies, of all recommendations to any credit union officer(s), loan committee or board for each loan application supplied in response to Item I.

II. (b) Originals, if available, otherwise true copies, of all "underwriting reports," appraisals, certifications of value, and other documents analyzing the proposed loan.

II. (c) Originals, if available, otherwise true copies, of all minutes or notes of meetings of the credit union officer(s), loan committee or board that evidence, reflect or allude to:

(i) deliberations, discussions or decisions about approving, dis-approving, or making the loan;

(iii) identities of officers, members of the board, or loan committee;

II. (d) True copies of each and every letter, correspondence or other communication from the credit union to the person or entity that made the loan application approving or dis-approving the loan application;

III. All letters, correspondence, notes, memos, reports, and other documents which evidence, reflect or allude to conversations or other communications in the period from January 1, 1971 to date between:

The credit union or any of its predecessors, officers, directors, employees, representatives or agents;

and

U.S. Representative Fernand St Germain or any of his agents, employees, staff, or representatives;

IV. The original, or a legible copy, of any application by Rep. St Germain in or about June, or July, 1972 for a loan from the credit union to purchase property located at 2526 University Boulevard West, Wheaton, Maryland.

V. Copies of any and all documents which evidence, reflect or allude to whether the credit union inspected or made or received any appraisal the site of the 2526 University Boulevard West, Wheaton, Maryland property.

VI. All amortization tables and other documents that evidence, reflect or allude to the amount of principal owed to the credit union under the note dated February 28, 1973 made by the Crepe trust to the credit union for $283,000.

VII. Originals, if available, otherwise true copies, of all minutes or notes of meetings of the credit union officer(s), loan committee or board that evidence, reflect or allude to deliberations, discussions or decisions in or about February 28, 1973 about whether to delete from the proposed Crepe trust note and mortgage securing it any late charge for late payments;

VIII. Copies of notes reflecting any loans made by the

credit union since January 1, 1971 to Fernand St Germain or the Crepe trust.

Please advise whether the credit union has been subject to federal regulation, and, if so, state the duration and nature of the regulation.

I expect to be in Rhode Island shortly, at which time I would appreciate an opportunity to (a) discuss with credit union board members their participation in the decision to make the loan to the Congressman, and (b) inspect the original February 28, 1973 note made by the Crepe trust to the credit union for $283,000

I would appreciate your supplying me with a list of the names and last known business and residence addresses of each and every person who has served, since January 1, 1971, as an officer or director of the credit union.

I look forward to hearing from you and thank you in advance for your cooperation.

Yours truly,

MICHAEL R. MITCHELL
MRM/mbf

cc: Ralph Lotkin
General Counsel
House Committee on
Standards of Official Conduct

I. Originals, if available, otherwise true copies, of all loan applications made during the period from January 1, 1971 to December 31, 1973 to the credit union for loans (a) in excess of $100,000, and (b) for the purchase of real property on which a retail business (including but not limited to an International House of Pancakes restaurant) was conducted.

ABATUNO & CHISHOLM
ATTORNEYS AT LAW
506 INDUSTRIAL BANK BUILDING
PROVIDENCE, R.I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
ALFRED G. THIBODEAU
NORMAN E. D'ANDREA

TELEPHONE
274-9500
AREA CODE 401

June 15, 1972

Marquette Credit Union
52 Cumberland Street
Woonsocket, Rhode Island

RE: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

ATTENTION: Charles Leveille, President

Dear Mr. Leveille:

Please consider this letter as an application for a loan in the sum of $282,182.40, which sum will be used in connection with the above-mentioned acquisition by the CREPE TRUST, so called, for the total purchase price of $293,940.

The loan will be for the term of 15 years with an interest rate of 8 percent per annum, with reductions as per your custom. The loan is to be paid in monthly installments and would be secured by a first mortgage on the real estate, together with an assignment of the lease and a collateral assignment of the rents of the franchisee.

If there is any further information you require relative to this matter, please do not hesitate to contact the undersigned.

Very truly yours,

CREPE TRUST

By Michael A. Abatuno
Trustee

js

A CHAPTER OF REALTOR®

VAUGHAN · CLONTZ, INC.

450 KNOLLWOOD STREET • WINSTON-SALEM, N. C. 27103 • TELEPHONE (919) 765-3900

January 28, 1971

Mr. Paul L. Burns, Vice-President
Wachovia Mortgage Company
P. O. Box 3015
Winston-Salem, N. C. 27102

Re: International Industries Property
House of Pancakes
2526 University Blvd., West
Wheaton, Maryland

Dear Mr. Burns:

Pursuant to your recent instructional letter, and upon receipt of required exhibits from International Industries, Inc., we are pleased to advise you that an on-site inspection of the property has been made and we have secured and analyzed data believed relative to the valuation thereof. The attached report sets forth only the more pertinent data relative to the value conclusion stated therein.

Based upon our investigation, it is concluded that the above captioned property, land and improvements, has a value as of November 19, 1970, in the order of:

TWO HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

($277,700.00)

I certify that I have no past, present, or contemplated future interest in the property herein appraised. If any portion of this report requires amplification or clarification, please advise us immediately.

Very truly yours,
VAUGHAN-CLONTZ, INC.,

O. J. Clontz, Jr.,
MAI, SRA, Appraiser

OJC:el

enclosure

3991

INTERNATIONAL HOUSE OF PANCAKES
2526 University Blvd., West
Wheaton, Maryland
November 19, 1970

1. SITE INSPECTION:

On November 19, 1970, Mr. Thomas C. Busby, Manager of this restaurant was contacted. He was very cooperative in the inspection of the property and furnished all information which was requested. He said that business had been good since the opening of the restaurant on August 28, 1970. Parking was a problem due to the relatively small size of the subject lot and the lack of adequate off-street parking area in the immediate vicinity.

2. NEIGHBORHOOD INFORMATION:

The subject property is located in the southeastern quadrant of University Boulevard and Grandview Avenue in Wheaton. This is considered to be near the center of the central business district of the city.

Wheaton is a rapidly expanding suburb of Washington, D.C. Its current population is estimated to be 70,000, and the majority of the working force is employed in Washington. This city is just north of the Washington belt-line and satisfactory access is provided to all areas of the city.

University Boulevard is a six lane highway and an additional turn lane at Grandview Avenue. This street has concrete curb, gutter, and sidewalk. It is a primary east-west street connecting the residential areas of the city to the central business district. Grandview Avenue is also six lanes in width beside the subject property, however it narrows as it extends northward from the central business district. The northern extension of this street is residential, however it has a rather heavy concentration of commercial development near the central city area. Georgia Avenue which extends northward from Washington is one block east of the subject. This is a heavily traveled street which is used as access to the belt-line highway and the northern areas of Washington. Viers Mill Road is located one block west of the subject, and this is a heavily traveled street which serves the western residential areas and intersects Georgia Avenue approximately 3 blocks south of the subject. Approximately 2 blocks west of the subject is the Wheaton Plaza Regional Shopping Center which contains over 70 commercial establishments. There are many other smaller stores and office buildings

3992

Chas. Rushy Service Company

NEIGHBORHOOD INFORMATION - Continued:

in the immediate vicinity of the subject.

It is concluded that this property is well located in the central section of the city where there are a sufficient number of offices and businesses which provide an adequate number of customers for the successful operation of the subject restaurant. Although there is a city parking lot one block south of this site, parking in the immediate vicinity of this restaurant is extremely limited and may be a somewhat detracting influence upon this site.

This area is zoned Commercial C-2 which provides for all of the facilities which are normally found in the central business area of a city. All city utilities, including natural gas, are available to this area. Tax data is omitted from this report by permission since it is not meaningful to the purpose of this appraisal.

3. SITE DESCRIPTION:

The subject lot has approximately 70' of frontage on University Boulevard, 86' of frontage on Grandview Avenue, 54' of frontage on Ennalls Avenue, and contains an area of 10,439 ☐. For graphic identification of this irregularly shaped lot the reader should refer to the property sketch in the addenda of this report.

This lot is generally at grade with each of these streets and has a moderate downward slope from north to south. There is a curb-cut on University Boulevard at the eastern property line and a curb-cut on Ennalls Avenue. There is a large paved parking area to the rear of the adjoining stores which front on Ennalls Avenue, however a chain mounted on pipe supports has been placed along the eastern property line of the subject. All of the subject lot, with the exception of the building site, has been paved. Due to the irregular shape of this lot and the necessity of adding a driveway between University Boulevard and Ennalls Avenue, there is room to park only approximately 10 cars on this site. There is metered parking along Grandview Avenue, however no parking is allowed on University Boulevard.

Due to the slope of the land drainage appears to be adequate. There are no known sub-soil conditions which restrict the utility of this lot. The primary detracting influence from this site is the lack of parking spaces. However, there seems to be a sufficient number of nearby offices and stores which can provide a sufficient number of customers to make this

Chas. Realty Service Company

3993

SITE DESCRIPTION - Continued:
an economically sound restaurant site.

4. IMPROVEMENT DESCRIPTION:

The improvement, an International House of Pancake Restaurant, appears to be in general conformity to the plans and specifications submitted by International Industries to this office. Primary deviations is the fact that this restaurant lacks approximately 10' in length of the standard restaurant. It has been calculated that this structure contains approximately 2,270 ☐' of enclosed first floor area and 483 ☐' in a mezzanine or second floor area. There is also a small basement equipment room which is at ground level with the rear of the building. The first floor is utilized as dining and food preparation-serving area, while the second floor is used for various forms of storage, machinery housing and employee locker rooms. The rear food preparation and storage area of the building is 10' shorter than indicated on the plans. This has required some relocation of machinery and storage facilities, however this has not materially affected the functional utility of the building.

Like all International Pancake Houses, the structure is of unique architectural styling and appears to be highly functional to the end that it is designed to serve. Structural quality, maintenance inside and out, and the unique architectural style and structural components result in the substantial construction cost.

On-site parking is restricted to about 10 spaces primarily to the rear of the building. This appears to be minimal but adequate in light of the rather substantial foot traffic available to the site.

The building costs supplied by International Industries of $137,653.00 indicates a construction cost of $60.64 per square foot of ground floor area. In October of this year data was secured from the Atlanta offices of International Industries relative to the construction of a new International House of Pancakes during this year in Winston-Salem. From this data it was calculated that the unit cost of this structure was $45.11 per square foot of ground area which did not include any consideration for paving, landscaping, and the larger exterior signs. Thus, it can be reasonable concluded that the submitted improvement cost is within the realm of reason.

3994

The cost certification required to be submitted to this office by International Industries is in the addenda of this report.

5. COST APPROACH TO VALUE:

(A) Land Value by Comparison:

Several sales in the central business district of Wheaton were compiled and investigated. Three of these sales and one offering were believed to be reasonably pertinent to the valuation of this land and a comparison of these lots with the subject follows:

Sale #1 - During July of 1968 Lloyd Odendhal sold a lot to McDonalds Corporation. This lot is approximately 2 blocks west of the subject on the north side of University Boulevard and east side of East Avenue. The sales price of $398,000.00 indicates a unit price of $21.23 for this 18,748 ☐ lot.

In comparing this sale with the subject, some upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and date of appraisal. The location of this lot is also considered to be superior to the subject since it is directly across the highway from Wheaton Plaza Shopping Center. Also, some downward adjustment should be made for conditions of the sale since it is general knowledge that McDonalds Corporation was highly desirous of this location, had previously leased this land, and paid the asking price with little negotiation between the buyer and seller. Considering these factors it is concluded that a downward adjustment of 35% would be appropriate when this sale is compared with the subject. As applied to the purchase price this would indicate a unit value of $13.80 for the subject.

Sale #2 - In December of 1966 T. & J. Investment Corporation sold a lot to Firestone Investment Corporation. This lot is located approximately one block north of the subject in the northwestern quadrant of the intersection of Georgia Avenue and Blueridge Avenue. The sales price of $305,244.00 indicates a unit value of $11.00 per square foot for this 27,767 ☐ lot.

In comparing this sale with the subject, some upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and date of appraisal. The location of this lot is considered equal to that of the subject. The larger size of this sale is considered to have reduced its overall unit price slightly. However, the much greater street frontage on Georgia Avenue is considered to be a definite advantage for the sale. From a comparison of this sale with the subject, it is concluded that a net upward adjustment of 25% would be appropriate, and as applied to the purchase price of the sale would indicate a unit value of $13.75 per square foot for the subject.

3995

COST APPROACH - Land - Continued:

Sale #3 - In June 1968 R. McAnallen sold a lot to Thomas A. Amatucci. This lot is approximately one block north of the subject and has access from Georgia Avenue, Blueridge, and Grandview Avenues. A sales price of $130,000.00 indicates a unit value of $8.13 per square foot for this 16,000 ☐' lot.

In comparing this sale with the subject, an upward adjustment is required for time to reflect the change in the economic conditions of the area between the date of sale and data of appraisal. The location of this sale lot is also considered to be inferior to the subject since its primary frontage is on a secondary street and it has only a entry-way from Georgia Avenue. Considering these factors, it is concluded that a net upward adjustment of 35% would be appropriate in a comparison of this sale with the subject, and this would indicate a unit value of $10.98 for the subject.

Offering #4 - A lot located at the corner of Blueridge and Grandview Avenues and having limited frontage on Georgia Avenue is currently offered for sale. 24,000 ☐' of this land is zoned C-2 Commercial, the same as the subject, and this is being offered for sale at $360,000.00 or $15.00 per square foot.

In comparing this offering to the subject, some downward adjustment is necessary since this is an offering rather than a completed transaction and this lot has been on the market for several months with little interest being shown. The location of this offering is considered to be slightly inferior to the subject since it has primary frontage on two secondary streets. The much larger size of this lot is considered to have somewhat reduced its overall unit value. Considering all of these factors, it is concluded that a net downward adjustment of 10% would be appropriate in a comparison of this offering with the subject. Applying this adjustment to the offering price, a unit price of $13.50 per square foot is indicated for the subject.

CORRELATION AND CONCLUSION

Each of the sales which have been cited are considered to be general comparable with the subject land and to give a good indication of its value. Primary consideration was given to date of sale and location. The subject is located in the heart of the central business district of the city. It should be noted that the subject sold in March of 1970 for an indicated consideration of $135,000.00.

COST APPROACH - Correlation and Conclusion - Continued:

Greatest weight is given to Sales #2 and Offering #4 due to the frontage of Sale #2 on Georgia Avenue and the current date of the offering Therefore, based upon the sales which have been cited and the appraisers interpretation of/the local real estate market, it is concluded that the subject would have a current value in the order of $13.40 per square foot. On this basis, the value of the land can be shown as follows:

10,439 ☐ x $13.40/ ☐ = $139,883., rounded to $140,000.00

LAND VALUE - $140,000.00

(B) Improvements:

As previously stated, the improvements appear to have been constructed in substantial conformity to the plans and general specifications submitted to this office. The reported cost of the improvements of $137,700., (rounded) is slightly less than for other similar Pancake Houses, however it is noted that this building has less square footage than is typical for other improvements of this type. Therefore, the certified value of $137,700. is considered reasonable and is adopted as the value of the improvements. A certification as to actual costs submitted by International Industries will be found in the addenda of this report.

6. ESTIMATE OF VALUE:

Pursuant to instructions from Wachovia Realty Investments, neither the market data nor investment income approach is desired or required to be developed. Thus, the indicated value as developed through the cost approach is herewith adopted as my judgment as to the value of the property.

LAND VALUE -	$140,000.
IMPROVEMENT VALUE -	137,700.
ESTIMATED CURRENT VALUE -	$277,700.

MARQUETTE CREDIT UNION BOARD OF DIRECTORS' MEETING OF JUNE 17, 1972

The Board of Directors of Marquette Credit Union held a special meeting of the Board, its ninth meeting of the year on Saturday, June 17, 1972 in Credit Union Quarters, 52 Cumberland Street, Woonsocket, Rhode Island. The meeting was called to order at 10:40 by Chairman Fleuette.

ROLL CALL:

Present: Directors Fleuette (7), Leveillee (9), Paquin (9), Soucy (9), Lamoureux (8), Dr. Gaudreau (9), Sheahan (9), DeRoche (9), Desaulniers (5).

Excused: Mr. Beauchemin (8).

Absent: Mr. DuRocher (0), Mr. Valois (8).

Also present was Assistant Secretary, Edgar C. Turcotte, Jr.

(1) MMS Mr. Sheahan and Mr. Desaulniers that the request of a $600,000 be denied mortgage by [redacted] with the applicants since we have a $300,000 balance outstanding at this time. SO VOTED.

(2) MMS Mr. Leveillee and Mr. DeRoche that we concur with the recommendation of the Special Loan Committee regarding [redacted] on property on [redacted], and that we grant a $410,000 loan at a rate of 8 1/4% for a period of 12 years with no prepayment for the 1st three years, and 10% principal reduction allowed during fourth and fifth year, including regular amortization and a 2% penalty of the balance be paid during the fourth and fifth year. SO VOTED.

(3) MMS Mr. Sheahan and Mr. Desaulniers and Mr. DeRoche that a mortgage of $283,000.00 be granted to the Crepe Trust for Acquisition of International House of Pancakes at 2526 University Boulevard West Wheaton, Maryland with the following conditions:

1) Amount approved $283,000.00
2) Terms 15 years - 8% per annum
3) Dunn & Bradstreet on International Industries
4) Copy of appraisal of property required
5) Fire and liability insurance required
6) Inspection of property by two of our officers
7) Title Policy covering the property required. SO VOTED.

(4) MMS Mr. Paquin and Mr. DeRoche that we pay Dr. Gaudreau for the last meeting regardless of his late arrival. SO VOTED.

(5) MMS Dr. Gaudreau and Mr. Lamoureux that the meeting be adjourned at 11:35 A.M. SO VOTED.

Respectfully submitted,
Edgar C. Turcotte, Jr.
Assistant Secretary

June 19, 1972

Mr. Michael Abatuno
Attorney at Law
506 Industrial Bank Building
Providence, Rhode Island 02903

Re: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

Dear Mr. Abatuno:

It is a pleasure for me to inform you that my Board, at a special meeting on Saturday, June 17, 1972, voted to concur with your request for financing the above captioned venture.

The conditions are:

1) Amount approved $253,000.00.
2) Terms 15 years - 8% per annum.
3) We would require a copy of your appraisal of property.
4) We will inspect the property ourselves on June 22, 1972.
5) We will require fire and liability insurance.
6) We will also require a Title Policy covering the property.

I have contacted your client today by phone and advised him of our decision.

Please consider this a firm commitment on our part effective until September 30, 1972.

Very truly yours,

MARQUETTE CREDIT UNION

Charles M. Laveillee
President

CML:lcm

6-31 72 Called atty - for appraisal - hearing with debentures.

April 22, 1975

Tobin, Decof, Leroy & Silverstein
162 Main Street
Woonsocket, R. I.

Attention: S. J. DiBernardo

Gentlemen:

Enclosed are the original and copy of a supplementary agreement modifying the terms of the mortgage note for Crepe Trust on property in Wheaton, Maryland. Please have William Halliwell, Trustee, execute the original and return it to our office.

We are also enclosing a copy of my letter to Congressman St. Germain acknowledging receipt of a copy of the agreement which we have furnished him for his records.

Very truly yours,

Edgar C. Turcotte, Jr.
Mortgage Officer

ECT/dz
Enclosures

MARQUETTE CREDIT UNION

Everybody's Credit Union

52 CUMBERLAND STREET WOONSOCKET, RHODE ISLAND TELEPHONE 401 762 1400

April 22, 1975

Honorable Fernand J. St. Germain
121 Woodland Road
Woonsocket, Rhode Island

Re: William Halliwell, Trustee under Indenture of Trust dated February 28, 1972, as amended, known as Crepe Trust

Dear Congressman:

You will please find enclosed herewith copy of "Supplementary Agreement Modifying Terms of Note and Mortgage" which agreement changes the terms of that certain promissory note dated February 28, 1973, in the sum of $283,000.00, payable in monthly installments of $2,705.48, and secured by a first mortgage, effective April 1, 1975, as follows:

a) The term of the note is extended from sixteen years to eighteen years; and

b) The monthly payment is reduced from $2,705.48 to $2,292.50.

If these changes in the term of said note are agreeable to you, as guarantor, please acknowledge on the enclosed copy of this letter and return to Marquette Credit Union.

Very truly yours,

MARQUETTE CREDIT UNION

BY _____

Acknowledged this 25 day of April, 1975

_____
Fernand J. St. Germain

_____
Rachel M. St. Germain

4022

April 21, 1975

Honorable Fernand J. St. Germain
121 Wood land Road
Woonsocket, Rhode Island

{ may be mailed to Washington, and if so please mark "personal"

Re: William Halliwell, Trustee under Indenture of Trust dated February 28, 1972, as amended, known as Crepe Trust

Dear Congressman:

You will please find enclosed herewith copy of "Supplementary Agreement Modifying Terms of Note and Mortgage" which agreement changes the terms of that certain promissory note dated February 28, 1973, in the sum of $283,000.00, payable in monthly installments of $2,705.48, and secured by a first mortgage, ~~as follows~~ effective April 1, 1975, as follows:

a) The term of the note is extended from sixteen years to eighteen years; and

b) The monthly payment is reduced from $2,705.48 to $2,292.50.

If these changes in the term of said note are agreeable to you, as guarantor, please acknowledge on the enclosed copy of this letter and return to Marquette Credit Union.

Very truly yours,

MARQUETTE CREDIT UNION

BY _____

Acknowledged this day of April, 1975

_____
Fernand J. St. Germain

4023

January 12, 1973

Michael A. Abatuno, Esquire
506 Industrial Bank Building
Providence, Rhode Island 02903

Re: Crepe Trust Acquisition of International House of Pancakes at 2526 University Boulevard West, Wheaton, Maryland

Dear Mr. Abatuno:

This is to confirm Marquette's extension of time to March 1, 1973 relative to our approval of signing on the above captioned matter.

Very truly yours,

Charles M. Leveillee
President

CML:lcn

ABATUNO, CHISHOLM & RODIO
ATTORNEYS AT LAW
806 INDUSTRIAL BANK BUILDING
PROVIDENCE, R. I. 02903

MICHAEL A. ABATUNO
VINCENT J. CHISHOLM
FRED G. THIBODEAU

ORLANDO RODIO
OF COUNSEL

TELEPHONE
274-8500
AREA CODE 401

October 6, 1972

Jean Paul Soucy, Esquire
530 South Main Street
Woonsocket, Rhode Island

RE: Crepe Trust Acquisition of International House of Pancakes at 2626 University Boulevard West, Wheaton, Maryland

Dear Mr. Soucy:

The hold-up in this matter has been the refusal on the part of the franchisee to execute the subordinate agreement which I prepared. The seller has furnished the enclosed subordinate agreement as an alternative. I will have to pass this decision on to you as to whether or not you find the proposed subordinate agreement to be satisfactory.

I personally feel that the proper approach is to expand the agreement of quiet possession to include the franchisee in addition to the lessee specifically; otherwise, the franchisee could be held to have greater rights than the Crepe Trust, which in my estimation would be unsatisfactory.

I await your reply.

Very truly yours,

MICHAEL A. ABATUNO

MAA:gs

66-076 O—87——44

The escrow created pursuant to the escrow paragraph of the Purchase Agreement, to which this Exhibit is attached, hereby provides the following instruments to which SELLER hereby authorizes the escrowee, LAWYERS TITLE INSURANCE CORPORATION, and to which said escrowee hereby agrees to abide:

(a) That a properly executed instrument, sufficient to effect the release of the lien created by the Deed of Trust in favor of Security Pacific National Bank, as Agent for certain Lenders of the SELLER will be furnished to the escrow holder prior to the closing of escrow;

(b) That the instruments held in escrow, relating to the premises at 2526 University Boulevard, Wheaton, Maryland (described in Exhibit A),are not to be delivered or recorded by the Escrow holder until such time as the escrow holder holds, from the proceeds of the sale, the sum of Two Hundred Seventy Nine Thousand Two Hundred Forty Three ($279,243.00) Dollars (reduced by closing costs not in excess of One Thousand ($1,000.00) Dollars together with an adjustment of rent and title insurance premium),payable to Security Pacific National Bank,as Agent for the lenders of the SELLER;

(c) That the foregoing amount is to be forwarded to Security Pacific National Bank,as Agent for the lenders of the SELLER at the close of escrow;

(d) That no change in the foregoing instruments may be made without the written consent of Security Pacific National Bank, as Agent for the lenders of the SELLER;

(e) That the transaction for which the escrow is created is subject to the Receipt of Consent from Security Pacific National Bank, as Agent for the lenders, and that in the event such Consent is not obtained, the underlying Agreement will terminate without recourse to either party.

BOARD OF DIRECTORS

Raymond A. Beauchemin.....Chairman
Robert R. Lamoureux
Jean-Paul Soucy
Armand D. DuRocher
Arthur C. Gaudreau, M.D.
Paul O. Sheahan
Maurice N. Valois
Paul R. DeRoche
Roland W. Desaulniers
Albert E. Medici
Norman P. Baris
Edgar J. Martel

CREDIT COMMITTEE

Claire J. Petrin.....Chairman
Edgar C. Turcotte, Jr.
Alphonse F. Auclair

SUPERVISORY COMMITTEE

Bruno M. Santini.....Chairman
Bernard J. Croteau
Alfred R. Lefebvre

MANVILLE ADVISORY BOARD

Rene A. Lavallee.....Chairman
Marcel Menard
Gustave Valois
Lucien G. Gervais
Eugene H. Benoit

CUMBERLAND ADVISORY BOARD

Wilfred J. Thibeault.....Chairman
Grace E. Clark
Peter M. Halajko

POLICYOWNER REPRESENTATIVE

Donald J. Lacroix

OFFICERS AND DEPARTMENTS

Albert E. Medici.....President and Treasurer
Arthur C. Gaudreau, M.D. .....Vice President
Robert R. Lamoureux.....Secretary
Charles M. Leveillee.....Chief Operating Officer
Charles A. Paquin.....Executive Vice President
Robert L. Somers, Jr. .....Senior Vice President
Sylvia J. Perreault.....Assistant Vice President and Comptroller
Edgar C. Turcotte, Jr. .....Assistant Vice President/Lending
Edward F. Caizmesia.....Assistant Vice President/Operations
John R. Dionne.....Senior Account Executive
Claire J. Petrin.....Installment Loans
Charles E. Boucher.....Customer Service
Mark E. Sereby.....Checking Accounts
Nancy P. Bliss.....Savings
Carol C. Austin.....Data Processing

BRANCH OFFICES

MANVILLE

Robert R. Martin.....Manager

CUMBERLAND

Daniel V. Bailey.....Manager

APPENDIX F

U.S. House of Representatives

COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

March 5, 1986

Milton P. Semer, Esq.
1150 Connecticut Avenue
Washington, D. C. 20036

Brian P. Murphy, Esq.
Reed Smith Shaw & McClay
1150 Connecticut Avenue
Washington, D. C. 20036

Re: Hon. Fernand J. St Germain

Gentlemen:

During our meeting on February 28, 1986, we discussed several matters relevant to Congressman St Germain's financial interests in properties connected with the International House of Pancakes (IHOP). At the meeting, you provided the Committee with numerous documents relevant to the subject interests. In this regard, I would like to thank you for the time and cooperative attitude you displayed during that discussion. You will recall that we raised a number of questions relevant to the IHOP interests and indicated at that time that a more detailed letter identifying more comprehensive questions would follow.

We now have had an opportunity to review not only the IHOP properties at issue, but also to identify other questions relevant to the Preliminary Inquiry. To this end, we have decided that the most logical course of action is to submit for your response questions addressing all matters that we believe merit resolution at this time. Accordingly, we have prepared three separate letters, the focus of which is on properties and questions having, for the most part, at least a geographic "common denominator". In this light, this letter focusses on the IHOP properties and what may be regarded as "general" questions. Under separate cover, we will be submitting to you a letter focussing on Rhode Island properties and a letter which concentrates on the congressman's Florida interests. The questions raised with respect to the IHOP interests follow.

I. INTERNATIONAL HOUSE OF PANCAKES

1. At the meeting, you agreed to provide us with the identities of investors who purchased from International Industries, Inc., or International House of Pancakes, restaurants financed by Industrial National Bank of Rhode Island, Fleet National Bank, Gulf Coast Investment Corporation, Marquette Credit Union, Rhode Island Hospital Trust National Bank, or Old Stone Bank. In addition to the foregoing, please respond to the following questions.

2. Please provide the original Crepe Trust agreement, all amendments thereto, and all journals, ledgers, checkbooks, and cancelled checks and bank statements for such trust from its inception.

3. Please provide:

(a) the name(s) and address(es) of the person(s) who introduced Rep. St Germain to the International House of Pancakes ("IHOP") investments;

(b) the name(s) and address(es) of the persons employed or associated with International Industries Inc. with whom Rep. St Germain dealt in the IHOP transactions;

(c) original cancelled checks and bank statements or wire transfers reflecting disbursement of funds by:

(1) Industrial National Bank of Rhode Island pursuant to the $292,000 note dated March 7, 1972,

(2) Industrial National Bank of Rhode Island pursuant to the $255,000 note dated March 7, 1972,

(3) Gulf Coast Investment Corporation pursuant to the $236,550 note dated April 24, 1972,

(4) Marquette Credit Union pursuant to the $283,000 note dated February 28, 1973, and

(5) Rhode Island Hospital Trust National Bank pursuant to the $242,000 note dated December 15, 1972.

(d) the name(s) and addresses of the persons employed by or associated with the foregoing financial institutions with whom Rep. St Germain dealt in obtaining the foregoing loans;

(e) the loan applications (and accompanying financial statements) made by Rep. St Germain and/or the Crepe Trust to obtain the loans reflected by the foregoing notes;

(f) copies of any and all appraisals available of the value of the properties securing the foregoing notes;

(g) grant or quitclaim deeds reflecting transfer of legal title from the seller(s) to the Crepe trust or its trustee(s),

(h) amortization schedules for each of the notes;

(i) all documents which evidence, reflect or allude to the "five percent discount" you said Rep. St Germain received, as well as the name and address of the person who offered or agreed to such discount and;

(j) documentation containing the identities of the seller(s) and any brokers or finders involved in the transactions.

4. On about March 7, 1972, Rep. St Germain (or the Crepe trust) apparently purchased the 228 Meeting Street, Providence, R.I. property for a "selling price" of $295,868, securing a note dated March 7, 1972 for $292,000 in favor of the Industrial National Bank of Rhode Island.

(a) The 1983 FDS shows this obligation presumably under the new name of Fleet National Bank, in category E ($100,001 to $250,000). Please provide the basis for this categorization.

(b) The 1983 FDS shows this property with a fair market value category D ($50,001 to $100,000). Please provide the basis for this categorization.

(c) The 1984 FDS shows this property with a fair market value category D ($50,001 to $100,000). Please provide the basis for this categorization.

(d) The 1984 FDS shows the value of the sale of this property in category E ($100,001 to $250,000). Please provide the basis for this categorization.

(e) The 1984 FDS reports income from sale of this property as a capital gain in category F ($50,001 to $100,000). Please provide the basis for this categorization and provide documentation of the sale (including listing, settlement sheet, note, guaranties, mortgage, lease assignment, and cancelled checks and bank statements or wire transfers reflecting disbursements from sale).

5. On about March 7, 1972, Rep. St Germain (or the Crepe Trust) apparently purchased the 1045 Reservoir Avenue, Cranston, R.I. property for a "selling price" of $250,154, securing a note dated March 7, 1972 for $255,000 in favor of Industrial National Bank of Rhode Island.

(a) The 1984 FDS shows this obligation, presumably under the new name of Fleet National Bank, in category E ($100,001 to $250,000). Please provide the basis for this categorization.

(b) The 1984 FDS, shows this property with a fair market value in category D ($50,001 to $100,000). Please provide the basis for this categorization.

6. On about July 7, 1972, Rep. St Germain (or the Crepe Trust) apparently purchased the 1010 South Central Expressway, Richardson, Texas property for "Total Consideration for Deed" of about $237,500, securing a note dated April 24, 1972 for $236,550 in favor of Gulf Coast Investment Corporation.

(a) The 1984 FDS shows this obligation in category E ($100,001 to $250,000). Please provide the basis for this categorization.

(b) The 1984 FDS shows this property with a fair market value in category C ($15,001 to $50,000). Please provide the basis for this categorization.

(c) Please explain why the Gulf Coast Investment Corporation obligation does not appear in Rep. St Germain's FDS until 1983.

(d) Rep. St Germain made a news release May 1, 1978 which was clarified by an addendum May 5, 1978 identifying "Old Stone Bank" as the mortgagee for this property. Please explain the relationship between Old Stone Bank and Gulf Coast Investment Corporation.

7. On about March 7, 1973, Rep. St Germain (or the Crepe Trust) apparently purchased the 2526 University Boulevard, Wheaton, Maryland property for "Total Consideration for Deed" of $293,940, securing a note dated February 28, 1973 for $283,000 in favor of Marquette Credit Union.

(a) The 1983 FDS shows this property with a fair market value in catagory C ($15,001 to $50,000). Please provide the basis for this categorization.

(b) The 1984 FDS shows this obligation in category E ($101,001 to $250,000). Please provide the basis for this categorization.

(c) The 1984 FDS shows this property with a fair market value in category D ($51,001 to $100,000). Please provide the basis for this categorization.

8. On an unknown date, Rep. St Germain (or the Crepe Trust) apparently purchased the 4340 Boston Post Road, Bronx, N.Y. property for unknown consideration, securing a note dated December 15, 1972 for $242,000 in favor of Rhode Island Hospital Trust National Bank.

(a) Please provide documentation showing the purchase date and consideration paid.

(b) The 1984 FDS shows this obligation in category E ($100,001 to $250,000). Please provide the basis for this categorization.

(c) The 1984 FDS shows this property with a fair market value in category C ($15,001 to $50,000). Please provide the basis for this categorization.

II. ONE FINANCIAL PLACE

9. Please provide copies of all sale listings, mortgages, deeds of trust and notes, as well as escrow closing documents reflecting the March 28, 1984 purchase of "One Financial Place" limited partnership as well as documentation reflecting any subsequent sale, encumbrance, rental or leasing of such property, including all rental income and rental reports received. Please provide copies of the (a) limited partnership agreement, (b) financial statements made in connection with the offering and annually thereafter, (c) financial projections, (d) offering circulars, (e) prospecti, (f) cancelled checks and bank statements or other documentation evidencing the original and any subsequent consideration for the purchase of the interest given by Rep. St Germain, (g) accountings of income, cash, and other distributions from the partnership, and (h) deposit slips, cancelled checks and bank statements and other documentation evidencing all consideration received by Rep. St Germain from the lease, rental, sale or transfer of any portion the partnership interest. Also, please provide the identities and addresses of the persons (i) who introduced Rep. St Germain to this investment, (j) from whom Rep. St Germain purchased and (k) to whom Rep. St Germain sold these interests.

III. GENERAL

10. Please provide copies of all loan applications (including financial statements) made by Rep. St Germain and

of all loan applications (including financial statements) made by the Crepe Trust since January 1, 1971.

11. Please provide monthly statements for all stock brokerage accounts maintained by Rep. St Germain in the period from January 1, 1971 to date.

12. Please provide original pages of all of Rep. St Germain's phone logs, diaries, daily calendars and logbooks, if any exist, which evidence, reflect or allude to his whereabouts, travel, conversations, meetings, and other activities from January 1, 1971 to date in connection with any matter referred to in this letter.

13. Please provide copies of all correspondence, notes, memos, and other documents in the possession, custody or control of Rep. St Germain, his Congressional office, and his Committee on Banking, Finance and Urban Affairs offices which evidence, reflect or allude to any matter mentioned in this letter.

I would appreciate having these materials as soon as possible, but no later than 30 days from the date of this letter. Thank you in advance for your anticipated cooperation.

Respectfully

Ralph L. Lotkin
Chief Counsel

[illegible]

U.S. House of Representatives

COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

March 5, 1986

Milton P. Semer, Esq.
1150 Connecticut Avenue
Washington, D.C. 20036

Brian P. Murphy, Esq.
Reed Smith Shaw & McClay
1150 Connecticut Avenue
Washington, D.C. 20036

RE: Hon. Fernand J. St Germain

Gentlemen:

In connection with this Committee's Preliminary Inquiry into certain financial holdings and transactions of Representative Fernand J. St Germain, we have preliminarily identified a series of questions to which we believe answers are necessary. As you will see, the questions which are the subject of this letter focus on the congressman's holdings and transactions in the State of Florida. The questions follow.

I. FLORIDA FEDERAL SAVINGS AND LOAN: RECEIPT OF AIR TRANSPORTATION

1. Please provide a statement from Rep. St Germain which recites each and every trip (other than trips for which he received an honorarium, reimbursement, or other consideration and which he reported in a Financial Disclosure Statement (FDS)) taken by him since January 1, 1977, in aircraft owned, leased, or provided by Florida Federal Savings and Loan, or by any of its officers or directors, indicating:

(a) the date of the trip;
(b) trip point of origin;
(c) trip point of termination;
(d) the identity of the person or entity that provided the aircraft;
(e) the purpose of the trip.

II. FLORIDA FEDERAL SAVINGS AND LOAN STOCK CONVERSION

2. A "Florida Federal" holding appears in the 1983 FDS with a fair market value in category C ($15,001 to $50,000). Please

provide confirmation slips and monthly brokerage statements reflecting all purchases, other acquisitions, and sales by Rep. St Germain (or for his benefit) of securities (including, but not limited to, options) of Florida Federal Savings & Loan. Please provide original cancelled checks and bank statements, if any, reflecting payment for options to purchase such stock, payment for the stock itself, and consideration received upon sale of the stock. If the stock was obtained on conversion of a mutual savings institution, provide the savings passbook that shows Rep. St Germain's deposits and withdrawals and balance as of conversion date. Please provide the prospectus or offering circular that shows conversion ratio.

III. OTHER FLORIDA FEDERAL SAVINGS AND LOAN FINANCIAL INTERESTS

3. Please provide a statement (with supporting documentation) detailing all money or other property, if any, received by Rep. St Germain from Florida Federal Savings and Loan or any of its officers, directors, controlling persons, or subsidiaries.

4. Please provide a statement (with supporting documentation) detailing all money or other property, if any, transmitted by Rep. St Germain to Florida Federal Savings and Loan or any of its officers, directors, controlling persons, or subsidiaries.

5. Please provide a statement (with supporting documentation) detailing all investments of Rep. St Germain in which Florida Federal Savings and Loan or any of its officers, directors, controlling persons, or subsidiaries are partners, limited partners, or otherwise participants.

IV. SANDPIPER KEY CONDOMINIUM

6. Please provide copies of all sale listings, mortgages, deeds of trust and notes, amortization schedules, as well as escrow closing documents and cancelled checks and bank statements reflecting the purchase of the property located at 1451 Beech Road, Englewood, Florida (Sandpiper Key Condominium), as well as documentation reflecting any subsequent sale, encumbrance or leasing of such property, including any rental income and rental reports received. The 1983 and 1984 FDS's show the fair market value of this property in category A (not more than $5,000). Please provide the basis for this categorization.

V. TAMPA LEGAL SERVICE

7. Please provide an explanation of the nature of the "Tampa Legal Service" holding reflected in the original 1983 Financial Disclosure statement, including documentation evidencing the purchase and sale of this holding.

VI. VILLAGE SQUARE CONDOMINIUM

8. Please provide copies of all sale listings, mortgages, deeds of trust and notes, as well as escrow closing documents and cancelled checks and bank statements reflecting the February 1, 1984, purchase of "Village Square (condominium)" as rental property, as well as documentation reflecting any subsequent sale, encumbrance, rental or leasing of such property, including all rental income and rental reports received.

(a) The 1984 FDS shows this transaction had a value in category C ($15,001 to $50,000). Please provide the basis for this categorization.

(b) The 1984 FDS shows the fair market value of this property in category B ($5,001 to $15,000). Please provide the basis for this categorization.

VII. E.B. PORTER TRUST

9. (a) Rep. St Germain first lists the E.B. Porter Trust holding in his 1982 FDS as a purchase on June 23, 1982, in category C ($15,001 to $50,000). Please provide the basis for this categorization.

(b) Rep. St Germain lists this holding in his 1983 FDS in category C (fair market value of $15,001 to $50,000). Please provide the basis for this categorization.

(c) Rep. St Germain identifies this holding in his 1983 FDS as "a limited beneficiary-land trust/undeveloped land." Please supply documentation establishing this interest.

(d) In his 1984 FDS, Rep. St Germain lists a sale of a portion of this holding in category B ($5,001 to $15,000) and a purchase of another part of this holding in category A (not more than $5,000). The 1984 FDS shows the holding for the year in category C (fair market value of $15,001 to $50,000). Please provide the basis for this categorization.

For this E.B. Porter Trust holding, please provide copies o (a) evidence of title vested in Rep. St. Germain, (b) al agreements of trust, (c) all purchase and sale agreements (d) financial statements made in connection with the offering an annually thereafter, (c) financial projections, (d) offerin circulars, (e) prospecti, (f) cancelled checks and ban statements or other documentation evidencing the original and an subsequent consideration for the purchase of the holding given b Rep. St Germain, (g) accountings of income, cash, and othe distributions from the holding, and (h) deposit slips, cancelle checks and bank statements and other documentation evidencing al consideration received by Rep. St Germain from the lease, rental sale or transfer of any portion the holding. Also, pleas provide the identities and addresses of the persons (i) wh introduced Rep St Germain to this investment, and (j) from who Rep. St Germain purchased and (k) to whom Rep. St Germain sol these holdings.

VIII. ALACHUA HILLS

10. (a) This holding is first listed in the 1980 FDS as a category A holding (fair market value of not more than $5,000). Please provide the basis for this categorization.

(b) The 1982 FDS shows another purchase of Alachua Hills on January 30, 1981 and apparently reflects both holdings in category C (fair market value between $15,001 and $50,000). Please provide the basis for this categorization.

(c) In the 1983 and 1984 FDS, this holding is reflected in category C (fair market value between $15,001 and $50,000), describing the holding as a "limited beneficiary-land trust/undeveloped land, Alachua City, Florida"). Please provide the basis for these categorizations.

For this Alachua Hills holding, please provide copies of (a) evidence of title vested in Rep. St. Germain, (b) all agreements of trust regarding the holding, (c) all purchase and sale agreements, (d) financial statements made in connection with the offering and annually thereafter, (c) financial projections, (d) offering circulars, (e)

prospecti, (f) cancelled checks and bank statements or other documentation evidencing the original and any subsequent consideration for the purchase of the holding given by Rep. St Germain, (g) accountings of income, cash, and other distributions from the holding, and (h) deposit slips, cancelled checks and other documentation evidencing all consideration received by Rep. St Germain from any lease, rental, sale or transfer of any portion the holding. Also, please provide the identities and addresses of the (i) the person who introduced Rep. St Germain to this investment, (j) persons from whom Rep. St Germain purchased and (k) to whom, if any, Rep. St Germain sold these holdings.

IX. MANN & KERR TRUST

11. Rep. St Germain first lists the Mann & Kerr trust holding in his 1984 FDS. This holding is shown in category B (fair market value between $5,001 and $15,000), describing the holding as a "limited beneficiary-commercial property, Twigg Street, Tampa, Florida." Please provide the basis for this categorization.

For this Mann & Kerr holding, please provide copies of (a) evidence of title vested in Rep. St. Germain, (b) all agreements of trust regarding the holding, (c) all purchase and sale agreements, (d) financial statements made in connection with the offering and annually thereafter, (e) financial projections, (d) offering circulars, (e) prospectuses, (f) cancelled checks and bank statements or other documentation evidencing the original and any subsequent consideration for the purchase of the holding given by Rep. St Germain, (g) accountings of income, cash, and other distributions from the holding, and (h) deposit slips, cancelled checks and other documentation evidencing all consideration received by Rep. St Germain from any lease, rental, sale or transfer of any portion the holding. Also, please provide the identities and addresses of the (i) the person who introduced Rep. St Germain to this investment, (j) persons from whom Rep. St Germain purchased and (k) to whom, if any, Rep. St Germain sold these holdings.

X. GENERAL

12. Please provide original pages of all of Rep. St Germain's phone logs, diaries, daily calendars and logbooks, if any exist, which evidence, reflect or allude to his whereabouts, travel, conversions, meetings, and other activities from January 1, 1971 to date in connection with any matter referred to in this letter.

13. Please provide copies of all correspondence, notes, memos, and other documents in the possession, custody or control of Rep. St Germain, his Congressional office, and his Committee on Banking, Finance and Urban Affairs offices which evidence, reflect or allude to any matter mentioned in this letter.

I would appreciate your providing responses and related documentation as soon as possible, but no later than 30 days from the date of this letter. Thank you in advance for your anticipated cooperation.

Respectfully,

Ralph L. Lotkin
Chief Counsel

[illegible]
[illegible]
[illegible]

U.S. House of Representatives

COMMITTEE ON STANDARDS OF
OFFICIAL CONDUCT
SUITE HT-2, U.S. CAPITOL
Washington, DC 20515

March 5, 1986

Milton P. Semer, Esq.
1150 Connecticut Avenue
Washington, D. C. 20036

Brian P. Murphy, Esq.
Reed Smith Shaw & McClay
1150 Connecticut Avenue
Washington, D. C. 20036

RE: Hon. Fernand J. St Germain

Gentlemen:

As part of this Committee's Preliminary Inquiry into Representative Fernand St Germain's financial holdings and transactions, we have preliminarily identified various questions with respect to certain properties and interests which the congressman either has had or now has over the last several years. The focus of the questions which follow is on those properties and interests located in the State of Rhode Island. The questions follow.

I. RHODE ISLAND APARTMENT DEVELOPMENTS

1. Rep. St Germain issued a news release dated May 1, 1978, which stated that "he held a 15% interest in each of three limited partnerships involving three apartment developments in Rhode Island -- Parkview Associates; School Street Associates; and Four Seasons East...[each of which were] below the value [fair market value of at least $1,000] required to be reported under House rules...."

A. SCHOOL STREET ASSOCIATES

The School Street Associates holding is not reflected as a "transaction" with a purchase date in any FDS. It was listed only once in Rep. St Germain's FDS, to wit, the original 1983 report as a holding in category A (fair market value of not more than $5000). Please provide a basis for this categorization.

B. PARKVIEW ASSOCIATES

The Parkview Associates holding is not reflected as a "transaction" with a purchase date in any FDS.

(a) This holding is first listed in the 1983 FDS in category A (fair market value of not more than $5,000). Please provide a basis for this categorization.

(b) This holding is reported in the 1984 FDS in category C (fair market value of $15,001 to $50,000). Please provide a basis for this categorization.

C. FOUR SEASONS EAST

The Four Seasons East holding is not reflected as a "transaction" with a purchase date in any FDS.

(c) This holding is first listed in the 1980 FDS in category C (fair market value of $15,001 to $50,000). Please provide a basis for this categorization.

(d) Rep. St Germain reported a sale of, presumably, a portion of this interest in December, 1980 in category A (less than $5,000). This holding is listed in Rep. St Germain's 1981 FDS in category C (fair market value of $15,001 to $50,000). Please provide a basis for this categorization.

(e) Rep. St Germain reported a sale of, presumably, a portion of this interest in January, 1981 in category E ($101,000 to $250,000). This holding is listed in Rep. St Germain's 1982 FDS in category C (fair market value of $15,001 to $50,000). Please provide a basis for this categorization.

(f) This holding is listed in Rep. St Germain's 1983 FDS in category A (fair market value of not more than $5,000). Please provide a basis for this categorization.

(g) This holding is listed in Rep. St Germain's 1984 FDS in category C (fair market value of $15,001 to $50,000). Please provide a basis for this categorization.

For each of these limited partnerships, please provide copies of the (a) limited partnership agreement, (b) financial statements made in connection with the offering and annually thereafter, (c) financial projections, (d) offering circulars, (e) prospecti, (f) cancelled checks and bank statements or other documentation evidencing the original and any subsequent consideration for the purchase of the interest given by Rep. St Germain, (g) accountings of income, cash, and other distributions from the partnership, and (h) deposit slips, cancelled checks and bank statements and other documentation evidencing all consideration received by Rep. St Germain from the lease, rental, sale or transfer of any portion the partnership interest. Also, please provide the identities and addresses of the persons (i) who introduced Rep. St Germain to this investment, (j) from whom Rep. St Germain purchased and (k) to whom Rep. St Germain sold these interests.

II. FERLAND CORPORATION

2. Please provide a statement (with supporting documentation) detailing all money or other property, if any, received by Rep. St Germain from Ferland Corporation or any of its officers, directors, controlling persons or subsidiaries.

3. Please provide a statement (with supporting documentation) detailing all money or other property, if any, transmitted by Rep. St Germain to Ferland Corporation or any of its officers, directors, controlling persons or subsidiaries.

4. Please provide a statement (with supporting documentation) detailing all investments made at any time, of Rep. St Germain in which Ferland Corporation or any of its officers, directors, controlling persons or subsidiaries are partners, limited partners, or otherwise participants.

III. GENERAL

5. Please provide original pages of all of Rep. St Germain's phone logs, diaries, daily calendars and logbooks, if any exist, which evidence, reflect or allude to his whereabouts, travel, conversations, meetings, and other activities from January 1, 1971 to date in connection with any matter referred to in this letter.

6. Please provide copies of all correspondence, notes, memos, and other documents in the possession, custody or control of Rep. St Germain, his congressional office, and his Banking Committee offices which evidence, reflect or allude to any matter mentioned in this letter.

I would appreciate having these materials as soon as possible, but no later than 30 days from the date of this letter. Thank you in advance for your anticipated cooperation.

Respectfully,

Ralph L. Lotkin
Chief Counsel

STATEMENT OF RICHARD PRATT

SUBMITTED TO THE UNITED STATES HOUSE OF REPRESENTATIVES

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

I, the undersigned, Richard Pratt, declare that if sworn as a witness, I would testify competently to the following facts on my personal knowledge.

On or about April 13, 1981, I became the Chairman of the Federal Home Loan Bank Board. I retained that position until April or May 30, 1983.

I am aware that during my tenure as the Chairman of the Federal Home Loan Bank Board an application for conversion from a depositor backed institution to a publicly held stock institution was submitted by Florida Federal Savings and Loan Association (Florida Federal) of St. Petersburg, Florida.

I am further aware that the President of the above mentioned institution during this application process was Raleigh Greene. During this conversion process I received one (1) to three (3) calls from Paul Nelson. To the best of my recollection he made inquiries into the conversion process relative to the above institution. I was aware that Representative St. Germain was a friend of Raleigh Greene. I don't recall receiving any other calls from Paul Nelson regarding any institution other than Florida Federal.

Although I do not recall the complete statements made during these conversations with Paul Nelson I recall that the general purpose of the calls was to determine the status of the above mentioned conversion.

During these conversations I had no knowledge that Representative St. Germain had any financial interest in the above institution. I learned of this for the first time a number of months after these conversations. Representative St. Germain never called me personally to discuss this matter.

I am not aware of any instances where a Congressman called about a conversion of a financial institution who simultaneously had a financial interest in that institution.

During my tenure as Chairman of the Federal Home Loan Bank Board I had a number of meetings with Representative St. Germain on various issues regarding legislation in the banking industry. I do not recall the above mentioned conversion ever being discussed during these meetings.

During my tenure as Chairman of the Federal Home Loan Bank Board I had a number of meetings with Raleigh Greene, however, I do not recall what the discussions concerned.

I did not remember receiving any calls from anyone regarding the above mentioned institution other than from Paul Nelson.

In general most thrift institution stock have increased in value from 1983 to the present. Generally, there are certain advantages from converting to a stock organization because the institution can raise capital and can have a more effective organization. Additionally, management can more easily participate in the favorable fortunes of the firm through options as opposed to simply looking to salaries and bonuses for their entire compensation.

Other than the above mentioned conversion I do not recall having any knowledge of any other conversions engaged in by Florida Federal.

I have no recollection of any knowledge of any attempt by Florida Federal to purchase First Mutual Saving Association of Florida, a Stock Corporation, St. Petersburg, Florida.

I swear under the penalty of perjury and the laws of the United States that the foregoing is true and correct and that this declaration is executed on the 13 of August, 1986, at New York, New York.

Richard T. Pratt

RICHARD PRATT

STATEMENT OF WILLIAM R. HALLIWELL

SUBMITTED TO THE U.S. HOUSE OF REPRESENTATIVES

COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT

I, the undersigned, William R. Halliwell, declare that if sworn as a witness, I would testify competently to the following facts on my personal knowledge.

My name is William R. Halliwell. My residence address is 131 Palmetto Road, Belleair, Florida, Phone (813) 586-3813.

In 1972 and 1973, I was primarily engaged in the insurance business as a general agent for insurance companies, I also held a real estate broker's license during that period. Although I did have a real estate broker's license, I would estimate that ninety-nine percent of my business was in the insurance field and not in the real estate field. My office was located at 162 Main Street, Woonsocket, Rhode Island.

On or about March 7, 1972, Representative Fernand St. Germain, who I had known for approximately twenty years, came to my office and tended a general release to me, a true copy of which, marked Exhibit 2236, is attached hereto and incorporated herein by reference. Representative St. Germain asked me to sign it. I did so. I did not receive any consideration for signing the general release.

The general release aforementioned concerned the Crepe Trust of which Michael Abatuno was Trustee. It was my understanding at the time I signed the release on March 7, 1972, that I was releasing any claim that I might have had against the trust for a brokerage commission in connection with the sale of two parcels located at 228 Meeting Street, Providence, Rhode Island, and 1045 Reservoir Avenue, Cranston, Rhode Island (which I now understand were formerly owned by International House of Pancake Restaurants). I had previously been asked by Congressman St. Germain to act as a broker in those two sales and I had consented to do so.

Subsequent to the death of Michael Abatuno, sometime after 1972, Representative St. Germain asked me to serve as trustee of the Crepe Trust. I assented to my name being used as Trustee of the Crepe Trust with the understanding that I would not be obligated to spend any time as Trustee in executing the provisions of the Crepe Trust, and that others would do the work involved in order to carry out said provisions.

Sometime in 1976, after I moved to Florida, I receive a communication from Attorneys Tobin & Silverstein, in which they requested that I resign as Trustee of the Crepe Trust, because I was no longer a Rhode Island resident and had moved to Florida. I did resign as Trustee of the Crepe Trust in 1976.

I was not responsible for the negotiations culminating in the acquisition by the Crepe Trust of the Providence and Cranston, Rhode Island properties and did not receive any commission or money in connection with the purchase or sale of those properties from the Crepe Trust or anyone else.

I was never aware that the Crepe Trust or Mr. St. Germain were involved in the acquisition of the properties located at 1010 Central Expressway, Richardson, Texas; 2526 University Boulevard, Wheaton, Maryland; and 4340 Boston Post Road, Bronx, New York. I did not receive any commission or other money in connection with the purchase or sale of the properties in Texas, Maryland or New York from the Crepe Trust or from any other person.

I declare under penalty of perjury and the laws of the United States that the foregoing is true and correct and that this declaration is executed on the 14th day of May, A.D. 1986, at Providence, Rhode Island.

William R. Halliwell

RPAD / /2/

SECTION 18 VOLUME 10 IN BRONX BLOCK 5653 LOT 67 SCC 0 DIST 12

N BUTUNO 4340 BOSTON ROAD 10475

K9 STORE BUILDINGS-TAX PAYERS INCL__ MISCELLANEOUS STORE BUILDINGS CLASS 4

PROTEST I ATTORNEY GROUP# 60

** ACTUAL VALUES **

	AV LAND	AV TOTAL	EX LAND	EX TOTAL
86/87	120,000	225,000	0	0

** TRANSITIONAL VALUES **

	AV LAND	AV TOTAL	EX LAND	EX TOTAL
86/87	71,200	187,000	0	0

PF6 PRINT SCREEN PF9 DESCRIPTIVE SCREEN

PF7 NEXT BLOCK-LOT

PF8 PREVIOUS BLOCK-LOT

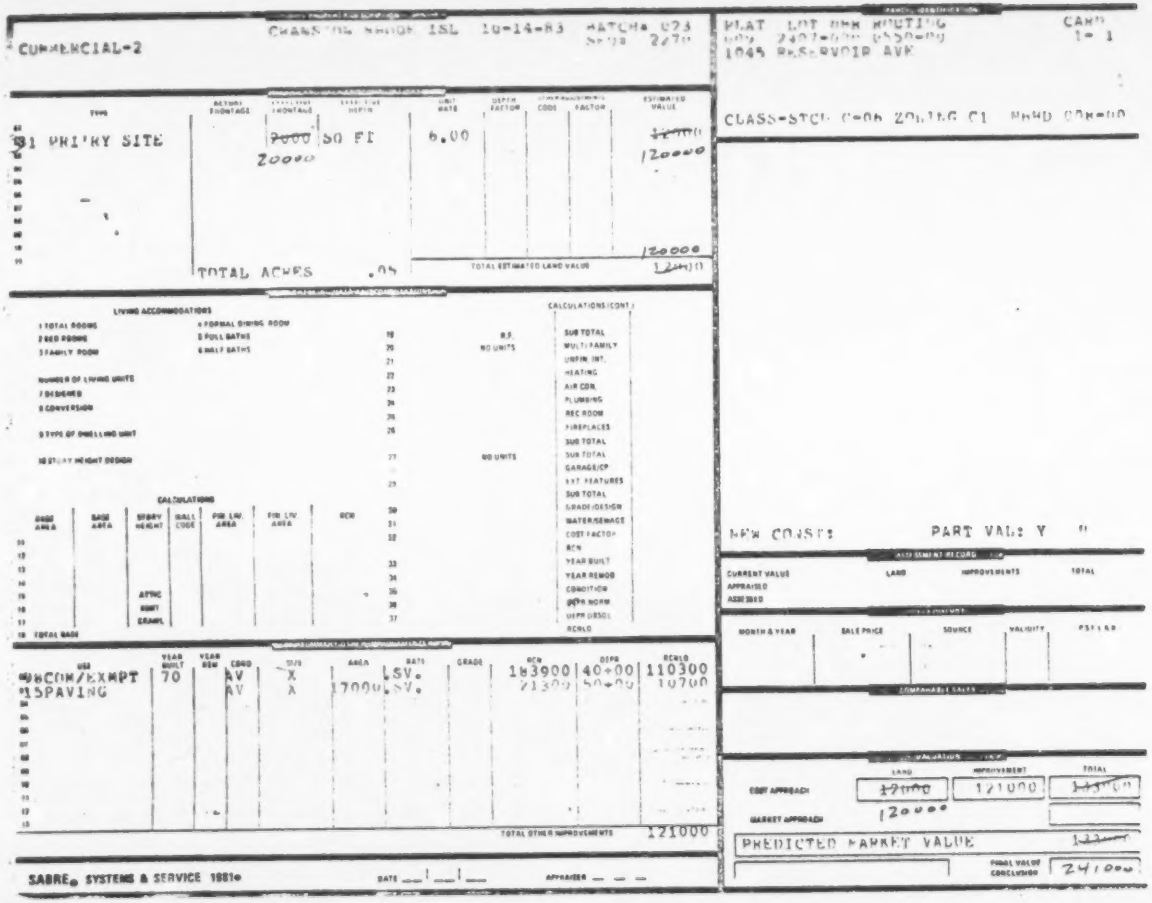
```
RPAD      /DS/2/
SECTION 18 VOLUME 10 IN BRONX                BLOCK  5653 LOT   67   SCC 0  DIST  12
** GENERAL INFORMATION **                    LAST DESCRIPTIVE CHANGE  04/17/86
OWNER                  N BUTUNO
PROPERTY LOCATION  4340 BOSTON ROAD                  ZIP 10475 ATTORNEY GROUP#  60
BLDG CLASS   K9    STORE BUILDINGS-TAX PAYERS INCL__ MISCELLANEOUS STORE BUILDI

TAX CLASS    4

** LAND INFORMATION **                      ** BUILDING INFORMATION **
LOT FRONT       81 FT   2 IN                BLDG FRONT      22 FT    IN
LOT DEPTH      150 FT     IN                BLDG DEPTH      99 FT  4 IN
                                             NO. OF BLDGS    1    STORIES   2
                                             YEAR BUILT   1969

** SPECIAL INFORMATION **
PROTEST CODE     I              PLANNING BD      12

PF6  PRINT SCREEN          PF8   PREVIOUS BLOCK-LOT
PF7  NEXT BLOCK-LOT        PF10  A.V. SCREEN
```



COMMERCIAL-2

CHANGING SHOP ISL 10-14-83 BATCH# 623

PLAT LOT DEM ROUTING CARD
1045 RESERVOIR AVE 1 1

CLASS-STCL C-06 ZONING C1 NBHD CON=00

TYPE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT RATE	DEPTH FACTOR	CONDITION CODE	CONDITION FACTOR	ESTIMATED VALUE
01 PRIMRY SITE		20000	SQ FT	6.00				~~120000~~ 120000
		20000						
TOTAL ACRES .08				TOTAL ESTIMATED LAND VALUE				120000

LIVING ACCOMMODATIONS

1 TOTAL ROOMS
2 BED ROOMS
3 FAMILY ROOM
NUMBER OF LIVING UNITS
7 DESIGNED
8 CONVERSION
9 TYPE OF DWELLING UNIT
10 STORY HEIGHT 00000
4 FORMAL DINING ROOM
5 FULL BATHS
6 HALF BATHS

CALCULATIONS

BASE AREA	BASE ADJ	STORY HEIGHT	WALL CODE	FIN LIV AREA	FIN LIV ADJ	RCN
		ATTIC				
		BSMT				
		CRAWL				
TOTAL BASE						

CALCULATIONS (CONT.)

19	B.F.	SUB TOTAL
20	NO UNITS	MULTI FAMILY
21		DEPR INT.
22		HEATING
23		AIR CDR.
24		PLUMBING
25		REC ROOM
26		FIREPLACES
		SUB TOTAL
27	NO UNITS	SUB TOTAL
		GARAGE/CP
28		EXT FEATURES
		SUB TOTAL
29		GRADE/DESIGN
30		WATER/SEWAGE
31		COST FACTOR
32		RCN
		YEAR BUILT
33		YEAR REMOD
34		CONDITION
35		DEPR NORM
36		DEPR OBSOL
37		RCNLD

NEW COMST: PART VAL: Y N

ASSESSMENT RECORD

	LAND	IMPROVEMENTS	TOTAL
CURRENT VALUE			
APPRAISED			
ASSESSED			

MONTH & YEAR	SALE PRICE	SOURCE	VALIDITY	PSTCARD

COMPARABLE SALES

USE	YEAR BUILT	YEAR REM	COND	STR	AREA	RATE	GRADE	RCN	DEPR	RCNLD
08COM/EXMPT	70		AV	X		LSV.		183900	40÷00	110300
15PAVING			AV	A	17000	LSV.		21300	50÷00	10700
TOTAL OTHER IMPROVEMENTS										121000

VALUATION

	LAND	IMPROVEMENT	TOTAL
COST APPROACH	~~120000~~	121000	~~241000~~
MARKET APPROACH	120000		
PREDICTED MARKET VALUE			~~241000~~
		FINAL VALUE OF CONCLUSION	241000

SABRE® SYSTEMS & SERVICE 1981® DATE __/__/__ APPRAISER ___

1989

1390

7/2 - 11

PROPERTY ASSESSMENT RECORD - CITY OF CRANSTON, R. I.

SEWERED

CARD NO.

PLAT 9 LOT 2407

Tridell, Peter E. & f. Gladys E. (JT.)
300

~~B600~~ 10240

1045 RESERVOIR AVE

RECORD OF OWNERSHIP	DATE	BOOK	PAGE
Ryan, Dennis R. & f. Frances M. & Patricia I. Ryan (JT.)			
Ryan, Dennis R. & f. Frances M. (JT.) Goldstein, Joseph & Ida 1/2 & 1/2			
Samuel H. Stein & Anissa 1/2	1/25/65	971	1184
I Hop Corp. of Cranston, R.I.	9/1/64	383	351
International Industries, Inc.	4/24/	356	134
Alfonso Michael A. Trustee	3/7/	379	20

PROPERTY INFORMATION		
LAND COST		
BLDG. COST		
SALE PRICE 248,500 (1972)		
~~Stein~~ 222,65 (1973)		
~~Stein~~ 248,500 (1972)		
W 115.54 LL		
LAND	60	50
BLDG.	60	50
TOTAL		

ASSESSMENT RECORD

LAND	1000	LAND	2200	LAND		LAND		
BLDGS	—	BLDGS	15760	BLDGS		BLDGS		
TOTAL	1000	TOTAL	23640	TOTAL		TOTAL		
LAND	1300	LAND	7850	LAND		LAND		
BLDGS	—	BLDGS	47620	BLDGS		BLDGS		
TOTAL	1300	TOTAL	55470	TOTAL		TOTAL		
LAND	1300	LAND	10240	LAND		LAND		
BLDGS	15760	BLDGS	47620	BLDGS		BLDGS		
TOTAL	17060	TOTAL	57860	TOTAL		TOTAL		

PROPERTY FACTORS

URBAN PROPERTY				RURAL PROPERTY			
TOPOGRAPHY		IMPROVEMENTS		TOPOGRAPHY	LEVEL	ROLLING	LEDGE
LEVEL		WATER	✓	SOIL TYPE	LOAM	SAND	CLAY
GENTLE		SEWER		LAND CLASS	GOOD	FAIR	POOR
LONG		GAS		DRAINAGE	GOOD	FAIR	POOR
ROLLING		ELECTRICITY		WATER SUPPLY	GOOD	FAIR	POOR
STEEPLY		ALL UTILITIES		FENCES	GOOD	FAIR	NONE
STREET		TREND OF DISTRICT		ELECTRICITY	YES	NO	
PAVED	✓	IMPROVING		TELEPHONE	YES	NO	
MED. IMPROVED		STATIC	✓				
DIRT		DECLINING		ROAD	PAVED	IMPR.	DIRT
NOT USED	✓						

LAND VALUE COMPUTATIONS AND SUMMARY

CLASSIFICATION	NO. OF ACRES	RATE	TOTAL
TILLABLE			
PASTURE			
WOODLAND			
WASTE LAND			
HOMESITE			
TOTAL ACREAGE			

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT PRICE		
100	200	50	1.24	60.50	6050	
20,000 sq ft.						
C. I.						
TOTAL VALUE LAND					6050	7820 10240
TOTAL VALUE BUILDINGS						68020 68020
TOTAL VALUE LAND & BUILDINGS					6050	15400 78260

LAND VALUE COMPUTATIONS AND SUMMARY

CLASSIFICATION	NO. OF ACRES	RATE	TOTAL
TILLABLE			
PASTURE			
WOODLAND			
WASTE LAND			
HOMESITE			
TOTAL ACREAGE			

FRONTAGE	DEPTH	UNIT PRICE	DEPTH FACTOR	FRONT FT PRICE	
C. I.					
TOTAL VALUE LAND					
TOTAL VALUE BUILDINGS					
TOTAL VALUE LAND & BUILDINGS					

MEMORANDA:

10/15/69 This lot merged with 2/2389 - 2/2390 - 2/2408

12/31/69 Building 3070 finished

12/31/70 2/2389 - 1/2390/W08 MERGED BEN

10/22/70 Building completed.

12/31/75: Land revalued

LIBER 4345 A/F 10.439F MICHAEL A ABATUNO TRUSTEE YEAR 85
FOLIO 892 TOT ASS. 194.360 % TOBIN LEROY & SILVERSTEIN LEVY FULL
LOT 32 ST TXBL. 194.360 1122 INDUSTRIAL BANK BLDG TAX CERT .00
BLOCK E CTY-TXBL 194.360 PROVIDENCE R I 02903
CLASS
TAX CLASS 82 LEGAL DESC TRIANGLE PARK

		REFUSE	0.00		SEQUENCE 76413082
STATE	408.16	FFBC	31.20	DATE PAID 9/30/85	DIST SUB ACCOUNT
COUNTY	3,964.94	BILLED	7,309.97		13 56 1187665
SPECIAL	2,905.67				
TOTAL	7,278.77				

DIST	SUB	ACCT	NAME KEY	LIBER	FOLIO	LOT	BLK	AC/FT	CD	T/C	E/C	CL	ZONE	L/USE
13	56	1187665	ABATUNO MI	4345	892	32	E	10439F	82	0-00			CZ	581

ASMT AREA/YR OWNER
1-83 N

MICHAEL A ABATUNO TRUSTEE
% TOBIN LEROY & SILVERSTEIN
1122 INDUSTRIAL BANK BLDG
PROVIDENCE R I 02903

PROP LAND FCV	260.970
IMPR FCV	186.100
TOTL FCV	447.070

ADDITIONAL DESCRIPTION
TRIANGLE PARK

				PHASE-IN VALUE	447.070
TAX MAP REF	PART PARK	R/C	F.F.B.C.	ASSESSED VALUE	194.360
HQ61 000	0	6-00	31.20	EXEMPT ASMT.	0
				TAXABLE ASMT.	194.360

ZONE	DATE	PREMISE ADDRESS				TRANSFER DATE	REV STAMPS
		02526 W UNIVERSITY		BLV	20902	03-12-73	1,293.60
SPEC ZONING	GR FLR AREA	STORIES	DW	UNITS	CTB	MUN FFBC	MORTGAGE CO/NO
CBD2	3,346	2		0	38001100	.00	0 FTXA1

1391

PAGE 1 OF 1

YEAR OF LEVY FULL

TAX CERT .00

A CLASS 82 LEGAL

0.00

SEQUENCE 7A113082

	7,964.	397.97		93 56	1107665
TOTAL					
TAL					

PAGE 1 OF 1

| LOT SUB | ACCT | | | | |

THE CITY ASSESSOR
CITY HALL, PROVIDENCE, RHODE ISLAND 02903

To Whom It May Concern:

Records of this office indicate the following assessment and taxes as of December 31, 19 85 for the 19 86 tax roll:

Name _____

Address 208 Meeting St

Plat 13 Lot 30

Reassessment from 1976 Roll To Reval (1986)

Land Assessment	49,940
Building Assmt	48,240
Total Assessment	98,180
Total Taxes	Varies according to tax rate

Very truly yours,

Kathleen P. Murphy

Kathleen P. Murphy
Counter Information Clerk (P.S.)

Date 9/5/86

TAX RATE (85% of Fair Market Value)

1976 - 47.50
'77 - 51.40
78-79 - 56.18
'80 - 56.18 & 11.43 (Supplemental)
81 - 67.61
'82 - 67.61
'83 - 69.61
'84 - 69.61
'85 - 72.49
'86 - 72.49

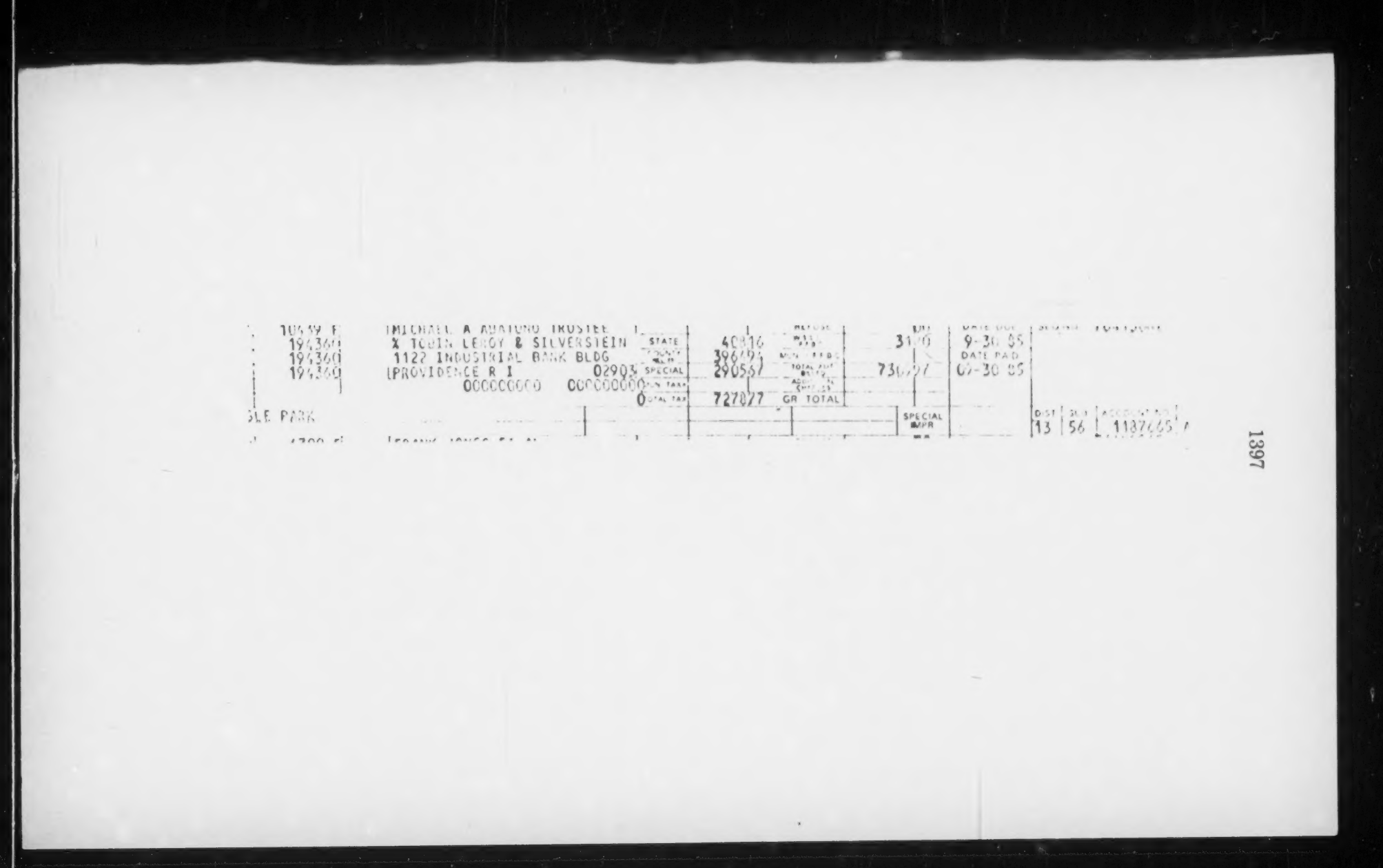
	10432 F	MICHAEL A ABATUNO TRUSTEE			REFUSE	00	DATE DUE	ACCT NO	76277059
	171840	% TOBIN LEROY & SILVERSTEIN	STATE	36086		3120	9-30-84		
	171840	1122 INDUSTRIAL BANK BLDG		553990			DATE PAID		
	171840	PROVIDENCE R I 02903	SPECIAL	260680		653876	10-17-84		
N									
			TOTAL TAX	650756	GR TOTAL				
TRIANGLE PARK						SPECIAL			
							DST	SUB	A
							13	56	1187663 A

RIANGLE PARK KLEINS ADD

	10439 F	MICHAEL A ABATUNO TRUSTEE				SPECIAL INSP		13	56	1187654
	132900	X TODIN LEROY & SILVERSTEIN	STATE	27909	REFUSE	DO	DATE DUE	SUB NO		76023054
	132900	1122 INDUSTRIAL BANK BLDG	COUNTY	301633	WASTE WTR	3120	9-30-82			
	132900	PROVIDENCE R I 02903	SPECIAL	195650	TOTAL	528342	DATE PAID			
N			TOTAL	525222	G.T. TOTAL		09-30-82			
RIANGLE PARK						SPECIAL INSP		13	56	1187669

	10439 F	MICHAEL A ALATUNO TRUSTEE					DD	DATE DUE	76147335
	15189	% TOBIN LEROY & SILVERSTEIN	STATE	31897			3120	9-30-83	
	15189	1122 INDUSTRIAL BANK BLDG		343271				DATE PAID	
	15189	PROVIDENCE R I 02903	SPECIAL	216596			59464	09-30-83	
N									
			TOTAL TAX	591764	SR TOTAL				
TRIANGLE PARK							SPECIAL		764

1396


IMICHAEL A AVAIUNO TRUSTEE
% TOBIN LEROY & SILVERSTEIN
1122 INDUSTRIAL BANK BLDG
PROVIDENCE R I
02903
STATE
SPECIAL
40816
290567
727077
GR TOTAL
3170
9-30 85
DATE PAID
07-30 85
SPECIAL ASPR
DIST 13
BLK 56
1187665

Assessment + Current Billing Year 1986 Bill Data

```
?3102   TAX SYSTEM - REAL PROP CURR ASSMT STATUS                    09/09/86
LIST SUB ACCT NO. NAME KEY   LOT BLK LIBER FOLIO ACCT CD GEN ZONE SP ZNE L/USE
 13   50  1187665 ABATUNO MI  32 E    4345  892   10,439F    02    CBDC    581
LEGAL DESC: TRIANGLE PARK
MUNICIPAL                          OWNER MICHAEL A ABATUNO TRUSTEE
LEVY YR: 86    T/C: 82 EXCI        MAIL. % TOBIN LEROY & SILVERSTEIN
REF/CD:  c -0(                     ADDR: 1122 INDUSTRIAL BANK BLDG
GRP: 1 CYC: 1 OWNER OCC: N                PROVIDENCE R I              02903
CURR LAND FCV          260,970     PREM ADDR:  252e   W UNIVERSITY       BLV
CURR IMPR FCV          186,100     PROP. CL:
TOTAL CURR FCV:        447,070                          MOST CURRENT LEVY AMTS:
PROP LAND FCV          244,480 TOTAL ANN.FFBC      31.20 CNTY ANN. SPI          .00
PROP IMPR FCV          202,800 MUN.SERV.CHG.         .00 ROCK.ANN.FFBC          .00
TOTAL PROP FCV         447,280                          ROCK.ANN.SPI           .00
PHASE-IN FCV           480,473 TRANSFER:      DATE  CONSID AMT CD FORM # NO. SALES
ASSESSED VALUE:  43,911>208,080          03/12/73      294,000                  1
PREF LAND CURR:              0 FLAG: IF '1', SEE MORE     FOLLOWING ASMT TYP EXIST
PREF LAND PROP               0       DETAILED SCREEN        TRIENNIAL REGULAR
HOMESITE FCV                 0  FARM TRANS   ZONING CHG
MARKET VAL-LAND              0  APPEALS
MARKET VAL-IMPR              0
COMMENT
```

Eq Tax Bill

Assessment - Current Tax Year '86 Bills Due

```
TXI102   TAX SYSTEM - REAL PROP CURR ASSMT STATUS                    09/09/86
DIST SUB ACCT NO. NAME KEY   LOT BLK LIBER FOLIO AC/FT CD GEN ZONE SP ZNE L/USE
 13   56  1187665 ABATUNO MI  32 E    4345  892   10,439F    CZ   CBD2     581
LEGAL DESC: TRIANGLE PARK
MUNICIPAL                          OWNER MICHAEL A ABATUNO TRUSTEE
LEVY YR: 86   T/C: 82 EXCD:        MAIL. % TOBIN LEROY & SILVERSTEIN
REF/CD:  6 -00                     ADDR  1122 INDUSTRIAL BANK BLDG
GRP: 1 CYC: 1 OWNER OCC: N               PROVIDENCE R I          02903
CURR LAND FCV:        260,970      PREM ADDR:  2526   W UNIVERSITY     BLV
CURR IMPR FCV:        186,100      PROP. CL:
TOTAL CURR FCV:       447,070                          MOST CURRENT LEVY AMTS:
PROP LAND FCV:        344,480 TOTAL ANN.FFBC    31.20 CNTY ANN. SPI        .00
PROP IMPR FCV:        202,800 MUN.SERV.CHG.      .00 ROCK.ANN.FFBC         .00
TOTAL PROP FCV:       547,280                        ROCK.ANN.SPI          .00
PHASE-IN FCV:         480,473 TRANSFER:     DATE  CONSID AMT CD FORM # NO. SALES
ASSESSED VALUE:       208,880          03/12/73     294,000              1
PREF LAND CURR:             0 FLAG: IF "1", SEE MORE    FOLLOWING ASMT TYP EXIST
PREF LAND PROP:             0       DETAILED SCREEN       TRIENNIAL REGULAR
HOMESITE FCV:               0  FARM TRANS   ZONING CHG
MARKET VAL-LAND:            0  APPEALS
MARKET VAL-IMPR:            0
COMMENT:
```

1399

84 Tax Bill

LIBER 4345	A/F	10,439F	MICHAEL A ABATUNO TRUSTEE	YEAR 86	
FOLIO 892	TOT ASS.	208,880	% TOBIN LEROY & SILVERSTEIN	LEVY FULL	
LOT 32	ST TXBL.	208,880	1122 INDUSTRIAL BANK BLDG	TAX CERT	.00
BLOCK E	CTY-TXBL	208,880	PROVIDENCE R I 02903		
CLASS					
TAX CLASS 82	LEGAL DESC TRIANGLE PARK				

		REFUSE	0.00	SEQUENCE	76543668
STATE	438.65	FFBC	31.20	BILL NOT PAID	DIST SUB ACCOUNT
COUNTY	4,340.53	BILLED	7,749.33		13 56 1187665
SPECIAL	2,938.95				
TOTAL	7,718.13				

1400

DATE DUE 9-30-81 PAID 9-30-81 COLLECTION BOOK # 53
1981 DISTRICT 13

MONTGOMERY COUNTY, MD. SSD NO. 75919759
BOX 6210
ROCKVILLE, MARYLAND 20850
REAL PROPERTY

LEVY TYPE: FULL YR X
3, 4 YR
1, 2 YR

LIBER	FOLIO	LOT	BLOCK	ACRES FEET	STATE	COUNTY	IMPROVEMENTS	TOTAL ASSESSMENTS
4345	892	32	E	10439 F	130,540		130,540	130,540

NAME KEY	DIST	SUB	BLOCK	ACCOUNT NO
Triangle Park	ABATUNO, M	13	56	82 1187665

Michael A. ABATUNO Trustee
% International Industries
6837 Lankershim Boulevard
in Hollywood California 91605
POSTMARK WILL BE CONSIDERED AS THE DATE OF PAYMENT

	274 13
	2963 24
	1951 56
	5188 93
	00
	31 20
	5,220. 13
	5220 13

TAXPAYER'S COPY

DATE DUE 9-30-80 PAID 9-8-80 COLLECTION BOOK # 47
1980 DISTRICT 13

MONTGOMERY COUNTY, MD. SSD NO. 7372299
BOX 6210
ROCKVILLE, MARYLAND 20850

LEVY TYPE: FULL YR
3, 4 YR
1, 2 YR

LIBER	FOLIO	LOT	BLOCK	ACRES FEET	STATE	COUNTY	IMPROVEMENTS	TOTAL ASSESSMENTS
4345	892	32	E	10439 F	124,720		124,720	124,720

NAME KEY	DIST	SUB	BLOCK	ACCOUNT NO
Triangle Park	ABATUNO, M	13	56	82 1187665

Michael A. ABATUNO Trustee
% International Industries Inc
6837 Lankershim Boulevard
in Hollywood California 91605
POSTMARK WILL BE CONSIDERED AS THE DATE OF PAYMENT

	249 44
	2918 45
	1807 19
	4975 08
	0
	31 20
	5006 28
GRAND TOTAL	5006 28

COUNTY COPY

DENTIAL LOAN APPLICATION — FLORIDA FEDERA[illegible] VINGS AND LOAN ASSOCIATION

MTG/CNTRCT LIEN	Type	Amount	Interest Rate	No. of Months	Monthly Payment Principal & Interest	Escrow (amounts may be corrected monthly)
[X] First [ ] Second	[X] Conventional [ ] FmHA [ ] VA	[ ] Issue [X] 5 yr ARM 171,000	12¼%	360	$ 1,791.90	[X] Taxes [X] Hazard Ins [ ] Mtg Ins [ ]

Payment Option: No Penalty

Property Street Address	City	County	State	Zip	No. Units

Legal Description (Attach description if necessary): nit 205, Bldg. II Sandpiper Key — Year Built:

Purpose of Loan: [X] Purchase [ ] Construction-Permanent [ ] Construction [ ] Refinance [ ] Other (Explain)

Complete this line if Construction-Permanent or Construction Loan	Lot Value Date / Year Acquired	Original Cost	Present Value (a)	Cost of Improv. (b)	Total (a + b)
		$	$	$	$

ENTER TOTAL OF PURCHASE PRICE IN DETAILS OF PURCHASE

Complete this line if a Refinance Loan	Purpose of Refinance	Describe Improvements [ ] made [ ] to be made
Year Acquired / Original Cost / Amt. Existing Liens		Cost: $
$		

Title Will Be Held in What Name(s)	Manner In Which Title Will Be Held
Fernand J. St. Germain	Individual

Source of Down Payment and Settlement Charges: Savings

This application is designed to be completed by the borrower(s) with the lender's assistance. The Co-Borrower Section and all other Co-Borrower questions must be completed and the appropriate box(es) checked if [ ] another person will be jointly obligated with the Borrower on the loan, or [ ] the Borrower is relying on income from alimony, child support or separate maintenance or on the income or assets of another person as a basis for repayment of the loan, or [ ] the Borrower is married and resides, or the property is located, in a community property state.

BORROWER

Name	Age	School
FERNAND J. ST. GERMAIN	54	Yrs 19

Present Address: No. Years 16 [X] Own [ ] Rent
Street: 121 Woodland Road
City/State/Zip: Woonsocket, RI 02895
Former address if less than 2 years at present address
Street:
City/State/Zip:
Years at former address: [ ] Own [ ] Rent

Marital Status: [X] Married [ ] Separated [ ] Unmarried (incl. single, divorced, widowed)
Dependents (not listed by Co-Borrower): No. 2 Ages 64 and 18

Name and Address of Employer: U.S. House of Representative, U.S. Capitol, Washington, D.C. 20515
Years employed in this line of work or profession? 22 years
Years on this job: 22
[ ] Self Employed*
Position/Title: Member of Congress
Type of Business: Government
Social Security Number***: 038-18-0067
Home Phone: 401-762-3411
Business Phone: 202-225-4911

CO-BORROWER

Name	Age	School
		Yrs

Present Address: No. Years [ ] Own [ ] Rent
Street:
City/State/Zip:
Former address if less than 2 years at present address
Street:
City/State/Zip:
Years at former address: [ ] Own [ ] Rent

Marital Status: [ ] Married [ ] Separated [ ] Unmarried (incl. single, divorced, widowed)
Dependents (not listed by Borrower): No. Ages

Name and Address of Employer:
Years employed in this line of work or profession? years
Years on this job:
[ ] Self Employed*
Position/Title:
Type of Business:
Social Security Number***:
Home Phone:
Business Phone:

GROSS MONTHLY INCOME

Item	Borrower	Co-Borrower	Total
Base Empl. Income	$ 5,816.	$	$ 5,816.00
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Net Rental Income	3,507.		3,507.00
Other (Before completing, see notice under Describe Other Income below.)*			
Total	$	$	$

MONTHLY HOUSING EXPENSE**

	Present	Proposed
Rent		
First Mortgage (P&I)	190.00	$ 190.00
Other Financing (P&I)	848.00	848.00
Hazard Insurance	137.00	137.00
Real Estate Taxes	685.00	685.00
Mortgage Insurance		
Homeowner Assn. Dues	527.00	527.00
Other		
Total Monthly Pmt	$ 2,387.	$ 2,387.
Utilities	250.00	250.
Total	$ 2,687.	$ 2,637.

DETAILS OF PURCHASE

	Do Not Complete If Refinance
a. Purchase Price	$ 190,000.
b. Total Closing Costs (Est.)	6,958.
c. Prepaid Escrows (Est.)	
d. Total (a + b + c)	$ 196,958.
e. Amount This Mortgage	(171,000.)
f. Other Financing	( )
g. Other Equity	( )
h. Amount of Cash Deposit	(2,000.)
i. Closing Costs Paid by Seller	( )
j. Cash Reqd. For Closing (Est.)	$ 23,958.

DESCRIBE OTHER INCOME

B=Borrower C=Co-Borrower

NOTICE: † Alimony, child support, or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered as a basis for repaying this loan.

B/C		Monthly Amount
		$

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS, COMPLETE THE FOLLOWING:

B/C	Previous Employer/School	City/State	Type of Business	Position/Title	Dates From/To	Monthly Income
						$

THESE QUESTIONS APPLY TO BOTH BORROWER AND CO-BORROWER

If a "yes" answer is given to a question in this column, explain on an attached sheet.	Borrower Yes or No	Co-Borrower Yes or No
Have you any outstanding judgments? In the last 7 years, have you been declared bankrupt?	No	
Have you had property foreclosed upon or given title or deed in lieu thereof?	No	
Are you a co-maker or endorser on a note?	No	
Are you a party in a law suit?	No	
Are you obligated to pay alimony, child support, or separate maintenance?	No	
Is any part of the down payment borrowed?	No	

If applicable, explain Other Financing or Other Equity (provide additional sheet if more space is needed)

*If any MCA/FNMA required Business credit report, signed Federal income tax returns for last two years, and, if available, audited Profit and Loss Statements plus Balance sheet for same period.

**Any Present Monthly Housing Expenses of Borrowers and Co-Borrowers should be listed on a combined basis.

000479

Description	Cash or Market Value	Liabilities and Pledged Assets — Creditors' Name, Address and Account Number	Acct. Name If Not Borrower's	Mo. Pmt. and Mos. left to pay	Unpaid Balance
Cash Deposit Toward Purchase Held By: Transfer from V-404 and 306; and savings	$	Installment Debts (include "revolving" charge accts)		$ Pmt./Mos.	$
Checking and Savings Accounts (Show names of institutions/Acct. Nos.): See Schedule of Assets		None		/	
Bonds and Stocks (No./Description)				/	
Life Insurance Net Cash Value (Face Amount $)				/	
SUBTOTAL LIQUID ASSETS	$	Other Debts Including Stock Pledges		/	
Real Estate Owned (Enter Market Value from Schedule of Real Estate Owned)	2,205,400.	None Real Estate Loans Woonsocket, RI. (residence		/	14,672.00
Vested Interest in Retirement Fund		Washington, DC (Condo Apt.)		X	2,526.00
Net Worth of Business Owned (ATTACH FINANCIAL STATEMENT)		St. Petersburg, Fla. (condo apt)		X	82,536.00
Automobiles (Make and Year) Cadillac (1978) Lincoln (1982	10,000. 7,200.	Rental Property Automobile Loans		X	826,975.00
Furniture and Personal Property	75,000.			/	
Other Assets (Itemize)		Alimony, Child Support and Separate Maintenance Payments Owed To		/	X
		TOTAL MONTHLY PAYMENTS		$	X
TOTAL ASSETS	A $2,365,272.	NET WORTH (A minus B) $ 1,438,563.00		TOTAL LIABILITIES	B $926,709.

SCHEDULE OF REAL ESTATE OWNED (If Additional Properties Owned, Attach Separate Schedule)

Address of Property (Indicate S if Sold, PS if Pending Sale or R if Rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Taxes, Ins. Maintenance and Misc.	Net Rental Income
		$	$	$	$	$	$
See Schedule of Real Estated owned							
TOTALS →		$	$	$	$	$	$

LIST PREVIOUS CREDIT REFERENCES

B - Borrower C - Co Borrower	Creditor's Name and Address	Account Number	Purpose	Highest Balance	Date Paid
B American Express	777 American Expressway Ft. Lauderdale, Fla.	3720-703454510	02 Travel/Misc.	None	pd mthly
VISA	First Virginia Bank 6400 Arlington Blvd., Falls Church, Va.	4335-010-161-301	Misc.	None	pd mthly.

Any additional names under which credit has previously been received

AGREEMENT: The undersigned applies for the loan indicated in this application to be secured by a first mortgage or deed of trust on the property described herein, and represents that the property will not be used for any illegal or restricted purpose, and that all statements made in this application are true and are made for the purpose of obtaining the loan. Verification may be obtained from any source named on this application. The original or a copy of this application will be retained by the lender, even if the loan is not granted. The undersigned ☐ intend or ☒ do not intend to occupy the property as their primary residence.

I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1014.

Borrower's Signature — Date 1-6-83

Co Borrower's Signature — Date

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government in this loan is related to a dwelling, in order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please initial below.

BORROWER: I do not wish to furnish this information (initials) ____

RACE/ ☐ American Indian, Alaskan Native ☐ Asian, Pacific Islander
NATIONAL ORIGIN ☐ Black ☐ Hispanic ☒ White ☐ Other (specify) ____
SEX ☐ Female ☒ Male

CO BORROWER: I do not wish to furnish this information (initials) ____

RACE/ ☐ American Indian, Alaskan Native ☐ Asian, Pacific Islander
NATIONAL ORIGIN ☐ Black ☐ Hispanic ☐ White ☐ Other (specify) ____
SEX ☐ Female ☐ Male

FOR LENDER'S USE ONLY

(FHMA REQUIREMENT ONLY) This application was taken by
☒ face to face interview ☐ by mail ☐ by telephone

Pamela J. Levitt
(Interviewer)
Florida Federal Savings & Loan Assn.
Name of Employer of Interviewer
Location Code 908
CT # ____ COMM # DT 3828 RATIO ____ %

NON REFUNDABLE APPLICATION FEE $ - 0 - none
12.5 avg
APPROVED FOR $ 171,000.00 @ 12.5 avg 30 YRS
SUBJECT TO: Conditions listed on Committee Action Sheet

000480

SIGNED W. Gyalinas DATE 1/10/83

Please list below under "ASSETS" all banks, savings and loan associations, credit unions, and stock brokerage firms where you have checking accounts, savings accounts, certificate of deposits, and ready asset accounts.

Also list under "LIABILITIES AND PLEDGED ASSETS" all credit accounts such as mortgages, automobile loans, loans against certificates of deposits, stock pledges, etc.

Please furnish complete mailing address with zip codes, account numbers, and approximate balance in reference to the above.

ASSETS

Name of Institution	Address (with Zip Code)	Account #	Monthly Income	Cash or Market Value
Shearson, Amer.Exp.	1730 Pennsylvania Ave.,NW Washington, D.C.	02235	--	44,964.00
Government Inv.Trust	1800 N. Kent St. Arlington, Va.	24601-3	--	21,384.00
Wright Patman Cong. Fed. Credit Union	Longworth House Off. Bldg. Washington, D.C. 20515	17058	--	576.00
Sargeant at Arms House of Rep.	U.S. Capitol Washington, D.C. 20515	946	--	748.00
Total				67,672.00

LIABILITIES AND PLEDGED ASSETS

Creditor's Name	Address (with Zip Code)	Account #	No. Pmt. & Mos. Left to Pay	Unpaid balance
People's Bank	P.O. Box 667 Providence, R.I.	042076-0	190.00	14,672.00
Nat'l Permanent Fed. S&L	1775 Pennsylvania Ave. Washington, D.C.	45-728-0	146.75	2,526.00
Florida Federal S&L	P.O. Box 1509 St. Petersburg, Fla.	3-54260	702.19	82,536.00
Total				99,735.00
Rental Property				826,975.00
				926,709.00

000470.1

... Fernand J. St Germain

ESS OF ERTY	TYPE OF PROPERTY	PRESENT MARKET VALUE	AMT. OF MORTGAGES	ANNUAL GROSS RENTAL INCOME	ANNUAL MORTGAGE PAYMENT	LENDERS NAME, ADDRESS, ACCOUNT NUMBERS	TAXES, INS. MAINT, MISC.	% OF R.E. OWNED	NET RENTAL INCOME
Woodland Road socket, R.I.	Residence	150,000	14,672	--	2,280	Peoples' Bank PO Box 1385, Providence, RI	Tax 4,036 Ins. 1,372	100%	--
7th St.,SE,Apt.712 ington, D.C	Condo Apt.	90,000	2,526		1,761	Nat'l Perm. Fed. S&L 1775 Pa. Ave NW Wash, DC	Tax 713 Ins. 53	100%	--
ach Drive,Apt.1505 etersburg, Fla.	Condo Apt	150,000	82,536	--	8,426	Fla Fed. S&L PO Box 1509, St Petersburg	Tax 2,450 Ins. 247	100%	--
ng Valley Road ardson, Texas	Rental		149,916		21,526	Gulf Coast Inv Corp PO Box 4272, Houston,Tex.		100%	
University Blvd. ton, Md.	Rental		192,560		27,510	Marquette Credit Union PO Box H, Woonsocket,RI	All of these units are leased on a net-net basis	100%	All of these units are leased on a net-net basis
Boston Post Road , N.Y.	Rental	1,815,400	155,201	164,467	22,547	R.I. Hospital Trust PO Box 1558, Providence, RI		100%	
Reservoir ston, R.I.	Rental		154,862		24,180	Industrial National Bank 111 Westminster,Prov.,RI		100%	
Meeting St. idence, R.I.	Rental		174,336		27,372	Industrial National Bank 111 Westminster, Prov.RI		100%	
TALS		2,205,400	926,709						